

AGREEMENT NO. RTA/RP 0042-18
PUBLIC SAFETY & SECURITY SERVICES

This agreement is made January 1, 2019 between Sound Transit and Securitas Security Services USA, Inc. (the "Contractor"), who, in consideration of the mutual promises contained herein, agree to the following terms and conditions:

A. TERM

All goods or services to be provided pursuant to the authority of this agreement shall be bound by the terms, conditions, prices and discounts as set forth herein until the completion of the performance, notwithstanding the expiration of the initial term of this agreement or any extension thereof.

The initial term of this agreement will be five (5) years from the above effective date of this Agreement, subject to the Termination provisions of paragraph N of this Agreement. At Sound Transit's sole discretion, the contract may be renewed for one option for an additional two (2) year period, and one final option for a one (1) year period.

B. SCOPE OF WORK

The Scope of Work is attached hereto as Attachment A. To accomplish the Scope of Work, Contractor has proposed to do, at a minimum, the work described in its Proposal dated May 16, 2018, and its Clarification dated June 15, 2018. In the event of any discrepancy or conflict between the Scope of Work and Contractor's Proposal dated May 16, 2018, and Contractor's Clarification dated June 15, 2018, the requirements of the Scope of Work will govern, at no additional cost to Sound Transit.

Vendor shall perform work or sell products only as permitted within the contract scope and shall not accept orders or provide services not within the contract scope.

C. EXTRA WORK

Sound Transit may request additional work or services other than that expressly provided for in the "Scope of Work" section of this agreement. This will be considered extra work, supplemental to this agreement, and shall not proceed unless authorized by a written change order. Any costs incurred due to the performance of extra work prior to execution of a written change order will not be reimbursed.

D. ERRORS AND OMISSIONS; DUTY TO CORRECT

The Contractor is responsible for the professional quality of all work performed under this agreement. The Contractor, without additional compensation, will correct any errors or omissions immediately upon notice by Sound Transit. This obligation will survive termination and expiration of this agreement.

E. PRICE

Total compensation for this agreement will not exceed **\$158,550,865.00**, plus applicable tax. Sound Transit is not liable for any compensation to the Contractor in excess of this amount unless otherwise approved and agreed in writing by Sound Transit.

Unit Priced Items

Contractor will be compensated upon Sound Transit's acceptance of Contractor's performance as described in Attachment A (Scope of Work). Where multiple unit-priced items are performed, total compensation for the unit priced item will be the unit price for the item multiplied by the number of units of that item performed. The unit price for each item will be as follows:



Public Safety & Security Services - 1st Year	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$46.67
Operational Manager	\$37.18
Administrative/Scheduling Assistant	\$33.92
Supervisor	\$38.17
Supervisor Special Duty (OT)	\$51.91
Security Officer 1 (SO1)	\$31.21
SO1 Special Duty (OT)	\$42.45
Mobile Patrol Officer (MPO)	\$32.87
MPO Special Duty (OT)	\$44.70
Fare Enforcement Officer (FEO)	\$34.00
FEO Special Duty (OT)	\$46.24
Security Operations Center (SOC) Operator	\$33.77
SOC Operator Special Duty (OT)	\$45.93
Temporary Assigned Guard	\$31.21
Initial Training Fee (Unit Price)	\$4,369.00
Promotional Training Fee (Unit Price)	\$1,401.00

Public Safety & Security Services - 2nd Year	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$48.54
Operational Manager	\$38.67
Administrative/Scheduling Assistant	\$35.28
Supervisor	\$39.70
Supervisor Special Duty (OT)	\$53.99
Security Officer 1 (SO1)	\$32.46
SO1 Special Duty (OT)	\$44.14
Mobile Patrol Officer (MPO)	\$34.18
MPO Special Duty (OT)	\$46.49
Fare Enforcement Officer (FEO)	\$35.36
FEO Special Duty (OT)	\$48.09
Security Operations Center (SOC) Operator	\$35.12
SOC Operator Special Duty (OT)	\$47.76
Temporary Assigned Guard	\$32.46
Initial Training Fee (Unit Price)	\$4,543.76
Promotional Training Fee (Unit Price)	\$1,457.04

Public Safety & Security Services - 3rd Year	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$50.48
Operational Manager	\$40.21
Administrative/Scheduling Assistant	\$36.69
Supervisor	\$41.28
Supervisor Special Duty (OT)	\$56.15
Security Officer 1 (SO1)	\$33.76
SO1 Special Duty (OT)	\$45.91
Mobile Patrol Officer (MPO)	\$35.55
MPO Special Duty (OT)	\$48.35
Fare Enforcement Officer (FEO)	\$36.77
FEO Special Duty (OT)	\$50.01
Security Operations Center (SOC) Operator	\$36.53
SOC Operator Special Duty (OT)	\$49.67
Temporary Assigned Guard	\$33.76
Initial Training Fee (Unit Price)	\$4,725.51
Promotional Training Fee (Unit Price)	\$1,515.32

Public Safety & Security Services - 4th Year	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$52.50
Operational Manager	\$41.82
Administrative/Scheduling Assistant	\$38.16
Supervisor	\$42.94
Supervisor Special Duty (OT)	\$58.39
Security Officer 1 (SO1)	\$35.11
SO1 Special Duty (OT)	\$47.75
Mobile Patrol Officer (MPO)	\$36.97
MPO Special Duty (OT)	\$50.29
Fare Enforcement Officer (FEO)	\$38.25
FEO Special Duty (OT)	\$52.01
Security Operations Center (SOC) Operator	\$37.99
SOC Operator Special Duty (OT)	\$51.66
Temporary Assigned Guard	\$35.11
Initial Training Fee (Unit Price)	\$4,914.53
Promotional Training Fee (Unit Price)	\$1,575.93

Public Safety & Security Services - 5th Year	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$54.60
Operational Manager	\$43.50
Administrative/Scheduling Assistant	\$39.68
Supervisor	\$44.65
Supervisor Special Duty (OT)	\$60.73
Security Officer 1 (SO1)	\$36.51
SO1 Special Duty (OT)	\$49.66
Mobile Patrol Officer (MPO)	\$38.45
MPO Special Duty (OT)	\$52.30
Fare Enforcement Officer (FEO)	\$39.78
FEO Special Duty (OT)	\$54.09
Security Operations Center (SOC) Operator	\$39.51
SOC Operator Special Duty (OT)	\$53.73
Temporary Assigned Guard	\$36.51
Initial Training Fee (Unit Price)	\$5,111.11
Promotional Training Fee (Unit Price)	\$1,638.97

Security Vehicles - All Years (Base Contract and Both Options)	
Description	Unit Price (Monthly Rate)
Patrol Vehicle (1 st Year – Monthly Rate)	\$2,195.00
SUV Vehicle (1 st Year – Monthly Rate)	\$2,790.00
Patrol Vehicle (2 nd Year – Monthly Rate)	\$2,195.00
SUV Vehicle (2 nd Year – Monthly Rate)	\$2,790.00
Patrol Vehicle (3 rd Year – Monthly Rate)	\$2,195.00
SUV Vehicle (3 rd Year – Monthly Rate)	\$2,790.00
Patrol Vehicle (4 th Year – Monthly Rate)	\$2,283.00
SUV Vehicle (4 th Year – Monthly Rate)	\$2,902.00
Patrol Vehicle (5 th Year – Monthly Rate)	\$2,283.00
SUV Vehicle (5 th Year – Monthly Rate)	\$2,902.00
Patrol Vehicle (1 st Year of 1 st Option – Monthly Rate)	\$2,283.00
SUV Vehicle (1 st Year of 1 st Option – Monthly Rate)	\$2,902.00
Patrol Vehicle (2 nd Year of 1 st Option – Monthly Rate)	\$2,283.00
SUV Vehicle (2 nd Year of 1 st Option – Monthly Rate)	\$2,902.00
Patrol Vehicle (2 nd Option – Final Year – Monthly Rate)	\$2,283.00
SUV Vehicle (2 nd Option – Final Year – Monthly Rate)	\$2,902.00

Allowance for Uniforms and Equipment - All Years (Base Contract and Both Options)	
Description	Amount
Allowance for Uniforms and Equipment	\$1,100,000.00

Allowance for Incentive Fees - All Years (Base Contract and Both Options)	
Description	Amount
Allowance for Incentive Fees	\$8,600,000.00

The Unit Prices (fully burdened hourly rates) stated above for the various labor classifications must be fully-burdened (an all-inclusive hourly rate which includes all direct hourly rates, direct costs, overhead, and profit). Unit Prices stated above for Initial Training Fees and Promotional Training Fees must be all-inclusive, including all labor, direct costs, overhead, facilities, equipment, materials, supplies, profit, etc.

Security Vehicles unit prices stated above shall be all-inclusive. No additional vehicle charges (e.g. mileage, gas, parking, insurance, licensing, maintenance, repairs, etc.) shall be reimbursed by Sound Transit.

Allowance for Uniforms and Equipment stated above is for inclusion into the contract amount to cover anticipated uniform and equipment costs during the entire contract term (base contract and both options). Compensation shall be at cost, without mark-up. Payment for uniform and equipment costs requires Sound Transit's prior written approval.

Allowance for Incentive Fees stated above is for inclusion into the contract amount to cover potential incentive fee payments under the contract during the entire contract term (base contract and both options). Payment of Incentive Fees requires Sound Transit's prior written approval.

Travel, lodging, parking, mileage, and meals shall not be reimbursed by Sound Transit. Sound Transit may, in its discretion, pay for extraordinary, unanticipated costs, subject to prior written approval by Sound Transit.

The unit prices indicated above, will remain constant throughout the initial term of the agreement – no price escalation will apply regardless of market conditions. If Sound Transit exercises contract options, price escalation for the option years only will be as follows:

Public Safety & Security Services - 1st Year of 1st Option	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$56.78
Operational Manager	\$45.24
Administrative/Scheduling Assistant	\$41.27
Supervisor	\$46.44
Supervisor Special Duty (OT)	\$63.16
Security Officer 1 (SO1)	\$37.97
SO1 Special Duty (OT)	\$51.64
Mobile Patrol Officer (MPO)	\$39.99
MPO Special Duty (OT)	\$54.39
Fare Enforcement Officer (FEO)	\$41.37
FEO Special Duty (OT)	\$56.26
Security Operations Center (SOC) Operator	\$41.09
SOC Operator Special Duty (OT)	\$55.88
Temporary Assigned Guard	\$37.97
Initial Training Fee (Unit Price)	\$5,315.56
Promotional Training Fee (Unit Price)	\$1,704.53



Public Safety & Security Services - 2nd Year of 1st Option	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$59.05
Operational Manager	\$47.04
Administrative/Scheduling Assistant	\$42.92
Supervisor	\$48.30
Supervisor Special Duty (OT)	\$65.68
Security Officer 1 (SO1)	\$39.49
SO1 Special Duty (OT)	\$53.71
Mobile Patrol Officer (MPO)	\$41.59
MPO Special Duty (OT)	\$56.56
Fare Enforcement Officer (FEO)	\$43.02
FEO Special Duty (OT)	\$58.51
Security Operations Center (SOC) Operator	\$42.73
SOC Operator Special Duty (OT)	\$58.11
Temporary Assigned Guard	\$39.49
Initial Training Fee (Unit Price)	\$5,528.18
Promotional Training Fee (Unit Price)	\$1,772.71

Public Safety & Security Services - 2nd Option (Final Year)	
Description	Fully Burdened Hourly Rate/Unit Price
Account Manager	\$61.41
Operational Manager	\$48.93
Administrative/Scheduling Assistant	\$44.64
Supervisor	\$50.23
Supervisor Special Duty (OT)	\$68.31
Security Officer 1 (SO1)	\$41.07
SO1 Special Duty (OT)	\$55.86
Mobile Patrol Officer (MPO)	\$43.25
MPO Special Duty (OT)	\$58.83
Fare Enforcement Officer (FEO)	\$44.74
FEO Special Duty (OT)	\$60.85
Security Operations Center (SOC) Operator	\$44.44
SOC Operator Special Duty (OT)	\$60.44
Temporary Assigned Guard	\$41.07
Initial Training Fee (Unit Price)	\$5,749.31
Promotional Training Fee (Unit Price)	\$1,843.62



F. PAYMENT / INVOICES

1. For work performed by the Contractor, payment will be net 30 days following receipt of a properly completed invoice. The Invoice must include the Purchase Order number, be fully itemized, and sent to:

Accountspayable@soundtransit.org

OR

Sound Transit
Attn: Accounts Payable
401 South Jackson Street
Seattle, WA 98104

2. Incorrect invoices or invoices without the Purchase Order number may be returned to Contractor.

G. PROMPT PAYMENT PROVISION

Contractor, after receiving payment from Sound Transit, must make prompt payment to its subcontractors, for work completed in accordance with this agreement. This provision applies to all tiers of subcontracts.

1. Contractor's invoices must include payments for subcontractors whose work was performed in accordance with this agreement. The Contractor may not request payment for subcontractor work until the Contractor has determined that the subcontractor is entitled to the payment for the work completed.
2. Within five working days of receipt of payment from Sound Transit, the Contractor must pay such subcontractors.
3. The requirements of this section must be included in subcontracts of all tiers and must include a provision requiring payment be made to the lower tiered subcontractor within five working days after receipt of payment by the higher tiered subcontractor.
4. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may reserve, retain or apply any monies due to the Contractor for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Contractor provides adequate assurance of the protection of the Indemnified Parties' interests.

H. NOTICE

Notice will be effective upon the earlier of (i) actual receipt by the individual identified below or (ii) 24 hours after mailing to the address below:

Sound Transit:
401 S Jackson Street
Seattle, WA 98104-2826

Contractor: Securitas Security Services USA, Inc.
3633 136th PL SE #315
Bellevue, WA 98006

Attn: David Christianson
Sr. Contract Specialist

Attn: Ed Billington
Area Vice President

I. CONTRACTOR EMPLOYEES

Contractor will ensure that its employees assigned to this agreement are properly licensed, trained and/or skilled and familiar with the laws and regulations pertaining to the services being provided. Contractor must replace any employee who, in the reasonable opinion of Sound Transit, acts improperly, is not qualified or licensed, or is not needed to perform assigned work. All Contractor staff members and subcontractors working on this contract are required to comply with all Sound Transit resolutions and policies including, but not limited to the Harassment Free Workplace Policy, Technology Use Policy, Supplied Mobile Device Policy and Electronic Mail Policy. The





Contractor will not transfer or reassign any individual designated below as essential to the work, without the express written consent of Sound Transit.

<u>Name</u>	<u>Title:</u>
Kelly Stone	Region President
Ed Billington	Area Vice President
M'Liss Bernhard	Branch Manager
Sherri Maurer	Account Manager
Nathan Barson	Fare Enforcement Manager
Scott Chase	TSU Manager
Jeremie Trujillo	SOC Manager
Bryan Waldron	Training Manager
Jacquelyn Neill	Specialty Training Manager
Molly Fletcher	Project Manager

J. DIVERSITY PROGRAM REQUIREMENTS

1. Sound Transit is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in the procurement of non-professional and professional services, consistent with Sound Transit's policies, procedures and guiding principles for employment and contracting.
2. The Contractor shall fully comply with all federal, state and local laws, regulations and ordinances pertaining to non-discrimination, equal employment and affirmative action, including but not limited to the Washington State "law against discrimination", Chapter 49.60 RCW.
3. The Contractor shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, deny any person the benefits of, or exclude any person from participation in, the award and performance of any work under this Agreement and shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subcontractors and suppliers.
4. The Contractor shall not, on the basis of race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability in an otherwise qualified person, discriminate against any employee or applicant for employment. The Contractor shall make efforts to ensure that applicants are employed, and employees are treated during employment, without regard to their race, religion, color, creed, national origin, marital status, sex, sexual orientation, gender identity, ancestry, age or the presence of any sensory, mental or physical disability. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision.
5. The Contractor shall implement and carry out the obligations regarding Equal Employment Opportunity (EEO) and nondiscrimination in employment provisions included in this Agreement. The Contractor shall prepare and maintain records of employment, employment advertisements, application forms and other pertinent data and records to demonstrate compliance with its EEO obligations under this Agreement. The Contractor shall permit reasonable access by Sound Transit to



such records. The Contractor shall provide periodic reports concerning its efforts related to EEO, when such reports are requested by Sound Transit.

K. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS REQUIREMENTS

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program, which includes a Small Business component, in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the "DBE Regulations"). The Contractor shall review and comply with applicable provisions in the DBE Regulations. The definitions of DBE and Small Business are included in Sound Transit's DBE Program, a copy of which will be provided to the Contractor upon request.
2. Sound Transit did not anticipate that participation by subcontractors or subcontractors would be required by the Contractor to satisfactorily perform the work under this Agreement. Accordingly, Sound Transit did not establish any goal for participation by DBEs and Small Businesses in the work under this Agreement.
3. If the Contractor determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, the Contractor shall afford DBEs and Small Businesses an equal, non-discriminatory opportunity to compete for business as subcontractors, subcontractors and suppliers.

L. PROHIBITED INTERESTS

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, may have any interest, direct or indirect, in this agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inherent in the circumstances.

M. INSURANCE REQUIREMENT

1. **Description**

- a. Except as otherwise specified, the Contractor, shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set below.
- b. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.
- c. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of the Contractor, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

2. **Insurance Coverages**

- a. **Commercial General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations liability endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms



acceptable to Sound Transit, with limits of at least \$2,000,000 per occurrence and \$4,000,000 general aggregate.

- b. **Commercial Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.

Such liability insurance, identified in 2.a and 2.b above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work, including completed operations, under this Agreement.

- c. **Workers Compensation:** The Contractor will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor will be responsible for Workers Compensation insurance for any subcontractor who provides work under subcontract.

If the Contractor is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

- d. **Other Insurance:** Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by Sound Transit. The costs of which shall be borne by contracting parties as mutually agreed.

3. General Provisions

- a. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Contractor shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference Sound Transit's contract number, RTA/RP 0042-18 and title, Public Safety & Security Services.** The Contractor will provide 30 calendar days' advance written notice to Sound Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Contractor from insurance obligations hereunder.
- b. Taking into account the scope of work and services to be performed by a subcontractor and/or subcontractor, the Contractor shall prudently determine whether, and in what amounts, each subcontractor and/or subcontractor shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors and/or subcontractors shall, where appropriate and/or applicable, name Sound Transit, the City of Bellevue, and the City of Redmond as additional insured.
- c. Contractor's insurance for General Liability, Automobile Liability and Railroad Protective Liability (if applicable) shall be primary as respects Sound Transit, and any other insurance maintained by Sound Transit shall be excess and not contributing insurance with the Contractor's insurance.



- d. The Contractor and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against Sound Transit. The Contractor and its insurers also waive their right of subrogation against Sound Transit for loss of their owned or leased property or property under their care, custody and control.
- e. The Contractor shall provide Sound Transit with complete copies of all insurance policies to comply with the insurance requirements in this Agreement, including, but not limited to, the Additional Insured Endorsement(s) required in 2.a and 2.b above, the Waiver of Subrogation Endorsements, Primary and Non-Contributory Endorsements, Products and Completed Operations Endorsement and any other endorsements.
- f. No provision in this Section shall be construed to limit the liability of the Contractor for work not done in accordance with the Agreement, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- g. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.
- h. The Contractor warrants that this Agreement has been thoroughly reviewed by the Contractor's insurance agent/broker, who have been instructed by the Contractor to procure the insurance coverage required by this Agreement.

4. Claims Management

The Contractor agrees to the following claims management terms and conditions. The Contractor further agrees to include the following terms and conditions in its contract with its Subcontractors and require its Contractor to comply with the following provisions.

- a. The Contractor, after award of a Sound Transit contract, shall provide the names, titles, addresses, telephone numbers, and email addresses of the individual(s) employed by Contractor who handles insurance matters and notifies insurance companies of claims. This individual(s) will be the primary contact for communications between Sound Transit Risk Management Division and the Contractor and its Subcontractors. If the individual(s) change, Contractor shall notify Sound Transit Risk Management Division of the replacement.
- b. Contractor shall provide written notice of any incident involving bodily injury and/or property damage to Sound Transit. An "incident" is defined as any event or occurrence involving bodily injury or property damage that may give rise to an insurance claim. Incidents include those involving serious bodily injury, hospitalization, death, or property damage.
- c. Contractor's written notice to Sound Transit of any incident or claim shall include the following information:
 - 1) A description of the incident, including any bodily injuries or property damage,
 - 2) The names of anyone injured and/or whose property was damaged,
 - 3) The names and contact information of any insurance company(ies) who may provide insurance coverage related to any aspect of the incident,



- 4) Policy number(s), claim numbers(s), and policy(ies) effective dates, and
- 5) A copy of any written Acknowledgement of Claim Receipt issued by any applicable insurance company(ies).

If some information requested above is not available at the time of the initial report, the Contractor shall provide the missing information to Sound Transit as soon as it is available.

- d. If Sound Transit receives a claim from a Third Party related to the project, Sound Transit will tender such claim to the Contractor through the established claim management process for handling and resolution. Upon receipt of a Third Party claim from Sound Transit, the Contractor shall acknowledge in writing to Sound Transit that:

- 1) The Contractor received and accepts Sound Transit's claim tender,
- 2) The Contractor shall notify its Commercial General Liability insurance company and any other applicable insurance company (ies) of the claim as per Sound Transit insurance requirements that Sound Transit, the City of Bellevue, and the City of Redmond are named as Additional Insured, under the Commercial General Liability policy and as stipulated in the contract between Sound Transit and the contractor.
- 3) The Contractor shall provide Sound Transit with copies of any/all Acknowledgements of Claim Receipts issued by its Commercial General Liability or other applicable insurance company(ies),
- 4) The Contractor and its insurance company(ies) shall indemnify and defend Sound Transit, the City of Bellevue, and the City of Redmond as Additional Insured, against any/all claims related to the project.
- 5) The Contractor's General Liability and other applicable insurance company(ies) will investigate and process the claim, provide a coverage determination, an objective disposition and claim resolution for either denial or settlement.
- 6) The Contractor shall provide copies of any/all documentation related to a claim's disposition and resolution, such as, but not limited to, acknowledgements, settlement agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

- e. Contractor shall provide to Sound Transit quarterly status reports on all open and closed claims related to the project that implicates Sound Transit. The report shall include the assigned adjusters, policy numbers, claim numbers and at least the following:

- 1) A description of the claim handling activities during the quarter,
- 2) Any changes to the assigned and/or investigating adjuster, and, if so, the name and contact information of the newly assigned adjuster(s),
- 3) A description of the next steps in the claims adjusting process,
- 4) A description of the disposition and resolution of any claim, and
- 5) Copies of any pertinent documents, including, but not limited to, expert reports, reports on investigations, photographs, settlement



agreements, releases, claim denial letters, judgments, payments, and satisfaction of judgments.

Contractor shall notify Sound Transit of their final resolution, or the applicable insurance company's(ies') final resolution, any/all claims related to the project, which Sound Transit Risk Management can review and document as a formal notification from the contractor, or its insurance company(ies) that the claims has been fully dispositioned and closed.

N. TERMINATION

1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Contractor substantially fails to fulfill any or all of its obligations under this agreement through no fault of Sound Transit. Insofar as practicable, the Contractor will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Contractor can prohibit Sound Transit's termination of the agreement.

2. Termination for Convenience

Sound Transit may terminate this agreement in writing, in whole or in part, for its convenience and/or lack of appropriations.

If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Contractor reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

O. INDEMNIFICATION AND HOLD HARMLESS

1. The Contractor must comply with all applicable federal, state and local laws, regulations, ordinances, and resolutions applicable to the performance of services under this agreement.
2. Contractor and its subcontractors, employees, agents, and representatives will be independent contractors and will not be deemed or construed to be employees or agents of Sound Transit.
3. To the maximum extent permitted by law or the provisions of this section, the Contractor agrees to release, indemnify, defend (with counsel acceptable to Sound Transit), and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, attorneys' fees, expert witnesses' fees, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Contractor's performance of this agreement or the work; provided, however, that if the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this agreement are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.

THE CONTRACTOR SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONTRACTOR'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR



THAT PURPOSE THE CONTRACTOR SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEE(S) DIRECTLY AGAINST CONTRACTOR.

4. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees will be allowed to the prevailing party.
5. The foregoing indemnities and duties to defend shall survive the termination of this agreement and final payment hereunder.
6. The Contractor may not assign any interest, obligation, or benefit in this agreement or transfer any interest in the same without prior written consent by Sound Transit.
7. This agreement is governed by Washington law, and exclusive venue for any action arising out of or relating to the performance of this agreement is in the Superior Court of King County, Washington.

P. INTELLECTUAL PROPERTY AND WORK PRODUCT

1. All work (preliminary, draft, and final) performed by the Contractor under this agreement is the property of Sound Transit. Sound Transit will own any and all data, documents, working papers, computer programs, photographs, and other material produced by the Contractor pursuant to this agreement, and the Contractor hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. The Contractor will provide Sound Transit with copies of all such materials including, without limitation, any research memoranda prepared under this agreement. Under no circumstances, including pending disputes between Sound Transit and Contractor, will Contractor fail to deliver possession of said documents and materials to Sound Transit upon demand.
2. The Contractor must indemnify, pay the defense costs of, and hold Sound Transit harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this agreement that sounds in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).
3. This Section will survive any expiration or termination of this agreement.

Q. AUDIT AND ACCESS TO RECORDS

For a period of six years following final payment by Sound Transit to the Contractor under this agreement, the Contractor must maintain all books, records, documents and other evidence related to performance of the services under this agreement. Sound Transit and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during the Contractor's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.



R. RECYCLED PRODUCTS

To the extent practicable, the Contractor will provide a competitive preference for recycled products to be used in performing the services pursuant to the U.S. EPA Guidelines at 40 CFR Parts 247-253. Where practical, the Contractor will use both sides of paper sheets and recycled/recyclable products.

S. PRIVACY ACT

To the extent it applies, Contractor and its subcontractors, or their employees must comply with the Privacy Act of 1974, 5 USC § 552a.

If the Scope of Work involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any contractors, third-party consultants, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this agreement will make this agreement subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

T. CHANGES IN GOVERNMENTAL REGULATIONS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of submittal of Proposals, and such laws or regulations make standards more stringent or compliance more costly under this agreement, the Contractor must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after the Contractor first became aware of the changes and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Paragraph B, Scope of Work.
3. The Contractor shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
4. The Contractor must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Contractor's performance less expensive, or less difficult, then Sound Transit will have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. Sound Transit will give the Contractor notice of Sound Transit's determination, and anticipated savings.

U. DISCLOSURE OF RECORDS

The Contractor acknowledges that Sound Transit is subject to Chapter 42.56 RCW and that this agreement and materials provided hereunder shall be public records, as defined in Chapter 42.56 RCW and with limited exceptions will be available for inspection and copying by the public. The Contractor must specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Contractor must provide the legal basis for the



exemption to Sound Transit upon request. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Contractor of the request and allow the Contractor 10 working days to take appropriate action pursuant to RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, Sound Transit may release the portions of the material deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Contractor's documents at Contractor's request, Contractor shall indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. Contractor consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

V. ENVIRONMENTAL COMPLIANCE AND SUSTAINABILITY

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental and sustainability management system (ESMS) certified under the International Standards Organization (ISO) 14001. Sound Transit is committed to protecting the environment for present and future generations. The intent of the environmental policy is to:

1. Comply with all environmental laws and regulations.
2. Restore the environment by providing mitigation and corrective actions, and ensure that environmental commitments are implemented.
3. Avoid environmental degradation by minimizing releases to air, water and land.
4. Build relationships with contractors, vendors, Contractors and transit partners during planning, design, construction and operation to protect and enhance the environment.
5. Maintain an ESMS with environmental objectives and targets that are measurable meaningful and understandable.

Sound Transit contractors shall adhere to this policy by working proactively with Sound Transit to implement commitments and minimize environmental impacts.

To view the complete environmental policy, see:

<https://www.soundtransit.org/sites/default/files/documents/pdf/about/environment/environmental-policy.pdf>

W. MISCELLANEOUS PROVISIONS

1. Amendments: Modification of this agreement must be in writing signed by both parties.
2. Remedies Cumulative: Rights under this agreement are cumulative and nonexclusive of any other remedy at law or in equity.
3. Severability: If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement will not be affected thereby, and each term and provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
4. Waiver: No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.
5. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work.
6. Negotiated Contract: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this agreement reviewed





by their respective legal counsel, and that the terms and conditions of this agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

7. The person signing this agreement is authorized to sign this agreement on behalf of the Contractor.

In consideration of the terms and conditions contained herein, the parties have executed this agreement by signing below.

Securitas Security Services USA, Inc.
(Contractor)
By: [Signature]
Name: Ed Billington
Title: Area Vice President
Date: 11-05-18

Central Puget Sound
Regional Transit Authority
By: [Signature]
Name: Michael Harbour
Title: Deputy Chief Executive Officer
Date: 11-14-18

APPROVED AS TO FORM:
By: [Signature]
Name: AMY H O PEARSAK
Legal Counsel





Attachment A Scope of Work

A. BACKGROUND AND GENERAL INFORMATION

Sound Transit, Central Puget Sound Transit Authority, was created by the state legislature to build and operate a mass transit system of Express Bus, Commuter Rail, and Light Rail services that connects regional employment and population centers in King, Pierce, and Snohomish counties.

Additional information can be located at the Sound Transit Website www.soundtransit.org

The Sound Transit Public Safety Division

We are leaders in safe and secure transit.

We plan, protect, and collaborate with our customers to create an environment and culture which allows Sound Transit to build, provide and sustain excellent regional transit services.

Sound Transit has adopted a reasonable and prudent approach to security consistent with the pattern established by other transit agencies and works proactively within our existing resources to provide a safe and secure transit system. Accidents, equipment failures, crime, terrorism, and natural disasters all have the potential to result in harm. Sound Transit's system approach to security uses facility designs, operations and maintenance programs, technical security measures, law enforcement and security personnel, training and education, and public awareness to determine how each interacts to provide a comprehensive and effective security program. This approach decreases overall operational and maintenance costs, increases the responsiveness of transit and emergency personnel, develops and maintains a high degree of customer satisfaction, thereby providing a safe, secure, and comfortable transit environment.

B. SERVICE DESCRIPTION

The Contractor will provide public safety and security services. These services will consist of private security personnel and may include other solutions such as analysis and technology that supports Sound Transit's Public Safety approach and goals at Sound Transit facilities and on revenue service vehicles. These services will be centric to:

Customer Service

Response

Intervention

Presence and Deterrence

Documentation

Observation

1. **Contract Security positions:**

- a. **Security Officer 1 (SO1):** A Contractor provided licensed security officer who has successfully completed Sound Transit Security training program and has been certified by memo of the Director of Public Safety or designee to work on the Sound Transit Account. A Security Officer 1 can work any static station or post that does NOT involve the use of a vehicle.



b. **Mobile Patrol Officer (MPO):** After a time of no less than 120 days of successful work post Sound Transit certification, a security officer can undergo advanced training to certify as a mobile patrol officer. As an MPO, the Officer may work any post or station as allowed by certification of SO1 or any post that requires the use of a motor vehicle.

c. **Fare Enforcement Officer (FEO):** A Contractor provided licensed security officer who has successfully completed Sound Transit Security training program and has been certified by memo of the Director of Public Safety or designee to work on the Sound Transit Account AND successfully completed training, demonstrating proficiency in the capacity as Fare Enforcement Officer also by memo of the Director of Public Safety to work as a Fare Enforcement Officer. The Contractor may hire personnel directly into the position of FEO however it is the preference of Sound Transit that FEO's be promoted from current assigned certified security staff.

d. **Security Operations Center (SOC) Operator:** A Contractor provided individual who has been evaluated and shown to have proficiency and competency in the operational task sets either through Contractor evaluation or 3rd party testing. Persons selected for the SOC Operator who successfully complete Sound Transit Security training program certified by memo of the Director of Public Safety or designee as a SOC Operator may work on the Sound Transit Account.

SOC Operators are not required to be licensed security officers. This does not exempt SOC Operators from any personnel qualifications outlined below.

Contractor shall be responsible for the following.

The Contractor shall furnish fully trained (as outlined below) and highly qualified staff for the above positions sufficient in number to fully provide the service as requested by Sound Transit's Director of Public Safety or their designee.

The Contractor shall provide service that is continuous at the specified level, regardless of weather, disaster, or organized labor action. The service provided will include, but not be limited to, the following:

1. Requiring security personnel to provide public safety and to proactively enforce, through voluntary compliance, Sound Transit's expected conduct; safety and security policies, procedures and orders.
2. Assist the public with a friendly, customer service approach to queries and instructions regarding all aspects of the transit system and the system's use.
3. Administer Sound Transit's security procedures and approved post orders at designated facilities; Sound Transit Administrative buildings; on-board Commuter and Light Rail Vehicles; and other locations as required.
4. Control access of persons, vehicles, and other property at Sound Transit facilities, locations and property.
5. Maintain open and safe access to transit for authorized users and to discourage unauthorized persons and activities that detract from the safe access to transit.
6. Conduct site surveillance by foot or vehicle patrols.



7. Monitoring the public and watch for and react to potential disturbances, nuisances, and quality of life issues.
8. Identify, investigate, and report security, facility and safety incidents.
9. Maintain files for security-related documentation.
10. Assist Sound Transit personnel and the public in emergent situations to include, but not limited to, service interruptions and fire/life safety incidents.
11. As agents of Sound Transit, personnel assigned to this contract are expected to protect the well established reputation of Sound Transit in the Community it serves by having professional demeanor, appearance, integrity and attention to duty.
12. Notify law enforcement of any illegal or unauthorized activity as observed; cooperate and assist law enforcement as needed or directed; and provide documented account of all activity witnessed in a timely manner.
13. Ensure that prompt and pro-active action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, and security incidents. Secure, protect and/or stabilize situations to maximize public and employee safety until appropriate response personnel (maintenance, safety, law enforcement, etc.) have arrived and taken control.
14. Security Officers will be prepared and trained to use necessary and reasonable force, in accordance with Sound Transit and Contractor's Use of Force policies. Use of Force will be a last resort option to protect self and others from physical harm. The Contractor will carry insurance covering this requirement.
15. Develop site-specific instructions, post orders and unit-specific procedures. Within 90 days of notification from the Director of Public Safety, site-specific instructions and post orders must be submitted and approved by the Director of Public Safety or their designee.
16. All security personnel assigned to the Sound Transit account are responsible for building and maintaining positive relationships within the communities we serve. Often security personnel are the only interaction the public may have with Sound Transit or its representatives. As such all personnel will treat everyone equally with courtesy, respect, dignity and compassion regardless of race, age, gender or gender identification, sexual orientation, religion, nationality, access to housing, or any other protected class.

2. Security Operations Center (Dispatch) Operations:

1. One of the primary functions of the SOC is to collect, integrate, analyze, and act on information received to provide a holistic overview of awareness to Sound Transit and their partners. The SOC acts on information for appropriate intelligence driven responses to incidents both routine and emergent in real time. SOC operators must view the mission from the standpoint of response as unified security incident management. The SOC will optimize all available technologies



and resources to provide a high level of functional service to the public, customer and Sound Transit.

2. Information may be received from many sources which include but are not limited to: phone, radio, social media, in person, text messaging. SOC Operators are expected to respond clearly, professionally both verbally and in writing.
3. Dispatch resources to assist Operations, Customers, Security, or other personnel when requested or proactively during non-routine events.
4. Receive, screen, prioritize, and direct to the appropriate resources for investigation; calls, texts and e-mails received through Sound Transit's Customer Security Awareness Program.
5. Maintain reports of security officer activities that documents all routine business and emergency calls for service.
6. Monitor various technical security systems and Customer Emergency Phones.
7. Maintain communication with contracted law enforcement as appropriate.
8. Contact appropriate Emergency Service Personnel as necessary.
9. Accurately input facilities work requests.
10. Make proper notification to appropriate Sound Transit Duty personnel in event of incidents.
11. Provide Variable Message and Public Address Announcements as directed.
12. Communicate with appropriate Field Personnel including but not limited to Station Agents and Security Officers as necessary for both routine business and emergencies.

3. Fare Enforcement Operations

Fare Enforcement Unit will consist of dedicated Fare Enforcement Officers that will carry out their mission goals listed in PRIORITY order below:

Customer Service - Provide Professional and courteous service to Sound Transit ridership; answering questions, giving direction, rendering assistance as needed to customers on Sound Transit Trains and at Transit platforms/Stations. Community outreach/education work with various Sound Transit Departments to assist in educating the public on the role of Fare Enforcement; how to obtain fare; and how to use Sound Transit's Services.

Transit Security - Fare Enforcement Officers are responsible for the security of the passengers and the train.

Fare Enforcement - Fare Enforcement is conducted in accordance with specific policies and procedures that ensure enforcement is conducted in a fair, impartial manner:

- Fare Enforcement Officers conduct Fare Inspections on Sound Transit Trains or assigned locations where fare is required ensuring customers have correct fare or fare media to utilize Sound Transit services.



- Inspections will be conducted to achieve or exceed the Sound Transit inspection goal of the ridership. Inspection goals will be evaluated monthly to insure compliance. Sound Transit determines the Ridership Inspection goal. The goal is subject to change at any time based on Sound Transit's needs. Fare Enforcement staffing may increase or decrease based on the needs of Sound Transit.
- Issues appropriate warnings/citations for fare violations. For non-intentional fare evasion, educates riders on how to properly obtain valid fare or use of the ORCA card for proof of valid payment.
- Contacts and works closely with Sound Transit contracted law enforcement in identifying and referring Theft 3rd degree charges against habitual fare evaders.
- Assists Sound Transit contracted law enforcement at their request during police contacts with persons who may be detained or arrested for investigation of crimes or service of arrest warrants.
- Prepares and submits reports/affidavits to local courts and Sound Transit contracted law enforcement in a timely manner for filing of citations or criminal charges in relation to Fare Evasion cases or other criminal cases.
- Tracks and documents detailed reports/data of Fare Enforcement daily activities to track trends and ensure compliance with Sound Transit policy.
- Testifies in court hearings, gives testimony either in courtroom proceedings or as being deposed as a witness in relation to activity conducted as a Fare Enforcement Officer.
- Participates in regular training to ensure proficiency in knowledge of current policy/procedures and tactics as relevant to performance of Fare Enforcement duties.
- Performs any additional duties as assigned.

C. PERSONNEL

All Contracted Security Personnel must be able to deal effectively and in a positive manner with the public, and must be knowledgeable of all assigned responsibilities.

All personnel assigned to the Sound Transit Contract will be dedicated to this account and shall not work on other accounts as part of their normal duty day. All assigned officers will not work other Contractor accounts if staffing levels of the Sound Transit account are at or below 85%. Priority for assigned personnel will be any Sound Transit open posts before any non-Sound Transit special event service.

No personnel shall be scheduled for more than twelve (12) hours of work in any one twenty four (24) hour period and for more than seven (7) consecutive days without a full twenty-four hours off duty. Sound Transit may waive this requirement verbally in emergencies that are beyond the control of the Contractor (e.g. weather conditions that prevent the next shift from getting to the site, natural disasters, civil disturbances, rise in the National threat level, bombing, etc.)

Sound Transit will not be responsible for any special duty (overtime) payment for officer shortages; Contractor scheduling errors, call-offs or no-shows; sick, vacation or other leave; and any other situation in which Sound Transit has a set schedule for services. All other special duty (overtime) situations shall be set forth in **Section H. Pricing, Wages, Special Duty (Overtime) and Price Increases**. Sound Transit's Director of Public Safety or their designee will establish a criterion for mandatory fill posts and posts that can run vacancies of 12 hours or less.

Sound Transit contracts with the Contractor to manage schedules, special duty (overtime) and vacancy based upon the guidelines set forth in this scope of work. Sound Transit will maintain oversight of schedules and service quality. Sound Transit retains the prerogative to dictate





schedules, provide input into team make up and/or shifts per the needs or desires of Sound Transit.

Due to the desire of Sound Transit's Public Safety Division to maintain a higher level of security that proactively addresses the public in a professional and courteous manner, Sound Transit's Director of Public Safety or their designee shall retain the ability to require the immediate removal of an individual assigned to the Sound Transit contract up to and including permanent removal from this contract. This provision does not interfere with the employer/employee relationship.

1. Personnel Qualifications

A. Appearance

Sound Transit desires a professional image that denotes both competence and confidence. The Contractor employee's appearance, attitude, courtesy and job knowledge are key in creating the desired image.

Uniforms are to be tailored to a good fit; clean, pressed, and kept in good repair. No unauthorized uniforms or accessories are permitted. Contractor employees will have a neat, clean and well-groomed appearance. Hairstyles will be conservative, neat in appearance and shall not present a safety or grab hazard. No piercings are authorized with the exception of one small stud earring affixed through each of the earlobes. Makeup and nails shall be kept neat and conservative. Facial hair is limited to a well-groomed mustache or goatee (no hair on the cheeks), providing the facial hair does not distract from the overall professional appearance. Full beards or eccentric facial hair styling are not authorized. Beards may be subject to reasonable religious and medical accommodation and evaluated upon a case-by-case basis. Tattoos, intentional scarring or other body modifications may not be visible while in uniform. In the event that Sound Transit's expected appearance policies and the Contractor's appearance policies are in conflict; the more restrictive of the two shall be used.

No smoking, sitting down (except where authorized by post order, i.e. SOC, Guard Booths) reading unauthorized material, eating, chewing of gum, tobacco or grooming shall be permitted in public view. Personal phone calls, texting or use of any personal electronic device shall not be permitted except in an emergency.

Sound Transit requires that Contractor's security personnel assigned to the Sound Transit account meet or exceed the minimum standards set forth below before assignment to the account.

- a. US Person as defined by 22 USC § 6010.
- b. Twenty-one (21) years of age.
- c. High School graduate or equivalent.
- d. No criminal history that renders the security officer unsuitable for the position, taking into account the nature and gravity of the offense or conduct, the time that has passed since the offense, conduct or completion of a sentence, the nature of the job duties and any other relevant factors.
- e. Valid US driver's license and be insured by the Contractor per their corporate guidelines for driver insurability.
- f. A permanent (not temporary) individual Washington State Guard License.



1. If the Contractor requests that an individual possessing a temporary Washington State Guard work permit be assigned to the Sound Transit account, the Contractor at his or her own expense shall conduct a criminal records check with an approved agency and provide the results of that criminal records check to the Director of Public Safety or designee prior to the assignment of that individual.
- g. Two years of responsible employment that demonstrates the ability to meet Sound Transit expectations of performance. It is preferred that personnel possess military, law enforcement or significant security experience. Sound Transit expectations include but are not limited to the following:
 1. Possessing strong public relations and strong customer service skills.
 2. Ability to write detailed, accurate reports in English.
 3. Ability to read, understand and apply printed rules; detailed orders; instructions and training materials in English.
 4. Have the ability to recognize situations/individuals who may pose a threat to the public.
 5. Excellent communications skills both verbal and written.
 6. Ability to handle situations/individuals under stressful conditions.
 7. Ability to follow directions, without hesitation, under stressful conditions.
 8. Ability to handle verbally disruptive and verbally abusive people in a professional manner.
- h. For persons with military service, such persons shall not have a discharge that renders the security officer unsuitable for the position.
- i. The Contractor will provide certification annually to Sound Transit that all current assigned personnel to the Sound Transit account meet the above requirements and no change to conditions d., e. or f. have occurred.

B. Health and Physical Fitness Requirements

The Contractor shall ensure all employees assigned to the Sound Transit account are height and weight proportioned, and in good general health without physical limitations, which would interfere with the performance of their duties. After contract award, Contractor shall develop and submit a Health and Physical Fitness Program to Sound Transit for review and approval.

The duties of this contract include possible exposure to various weapons, injury from violent persons, infectious diseases, gases and fumes, blood and other body fluids, hazardous chemicals, heat, wind, rain, cold, and snow.

The Contractor employees assigned to Sound Transit must understand and demonstrate the ability to take protective actions in accordance with the Contractor's and Sound Transit Use of Force policies and other established guidelines.



They shall possess binocular vision, corrected to 20/20 (Snellen) and shall not be color or night blind. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices. They shall be physically able to accomplish various tasks that must be performed, including but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 50 pounds; and stand without aid for long periods.

C. Drug and Alcohol Policy

Under the Federal Transit Authority Code of Federal Regulations (CFR) security personnel assigned to the Sound Transit account are considered safety sensitive positions.

Contractor and all personnel assigned to Sound Transit's Account shall comply with 49 CFR 655 for Prevention of alcohol misuse and prohibited drug use in transit operations. This regulation prohibits the use, possession or transfer of illegal drugs, or any controlled substance and or alcohol on any Sound Transit property at any time.

The Contractor will be required to comply and enforce this policy with respect to the Contractor's employees assigned to the Sound Transit contract. This includes the provisions for on-duty and pre-duty use; if any portion of the Contractor's corporate policy is in conflict with Sound Transit expectations the more restrictive of the two shall prevail.

Contractor shall conduct a drug/urinalysis test prior to assignment to the Sound Transit account. The Contractor will provide certification that personnel assigned to the Sound Transit account were tested prior to assignment and had negative results from a comprehensive drug screen. Personnel who return a positive test on a drug/urinalysis screening will not be assigned to the Sound Transit account.

When appropriate, Sound Transit may request at the Contractor's expense a fitness for duty analysis, in accordance with the Contractor's established guidelines. This may include a blood/urinalysis test to be conducted on personnel assigned to the Sound Transit account, when one or more of the following conditions exist:

- a. A violation of the Drug and Alcohol Policy is witnessed.
- b. There is reasonable suspicion to believe an employee is, or may be, under the influence of alcohol or a controlled substance.
- c. Extenuating or emergency circumstances require an immediate test.
- d. The employee appears to be unable to perform their duties due to physical or psychological impairment.
- e. In the event of an accident involving personal injury and/or property damage.

If the results of such test are negative, Sound Transit shall separately reimburse the reasonable costs of such tests. Contractor shall pay for tests with positive results.

2. Key Personnel

Sound Transit expects the following positions will be co-located with the Sound Transit Public Safety Division. It is expected these positions will be reasonably available during routine business



hours (0800 hours to 1700 hours). These positions are assigned to Sound Transit exclusively and will not be assigned management responsibilities of other Contractor accounts or special events.

For the purposes of this contract the below titles are intended to create the positions required for operational management of the contract regardless of Contractor's relevant job title.

a. **Account Manager** – The Account Manager shall be the senior co-located contract manager.

1. Sound Transit will provide the Account Manager with the appropriate workspace.
2. The Account Manager is considered a critical position and the contractor will provide the Account Manager a take-home vehicle to serve as a mobile office and provide 24 hour a day response to incidents as required.
3. The Account Manager is responsible and accountable for overall contract performance.
4. The Account Manager must have at least 3 years' experience managing Security Officers in a public sector setting and of similar size and scope as set forth in this Contract.
5. The Account Manager will be responsible for report generation (as required in reports section); the monitoring of all Private Security Personnel's performance and appearance; will conduct service quality audits; and will be responsible for the generation of post orders and special events plans as directed.
6. The Account Manager will serve as the daily liaison to Sound Transit's Director of Public Safety or designee and will provide daily updates on the status of the account; any serious or unusual occurrence during the previous 24 hours; and inform of any safety or security issues that are emerging.
7. The normal working hours for the Account Manager are Monday through Friday 0800 hours to 1700 hours unless otherwise agreed upon by the Sound Transit Director of Public Safety. Uniform will be appropriate business casual.
8. The Account Manager being the primary point of contact may be tasked with the investigation of and generating responses to complaints filed against assigned personnel. The Account Manager will be responsible for tracking, and reporting all complaints made against personnel assigned to the Sound Transit account. The Account Manager will provide to Sound Transit as requested any information related to the complaint including investigative material, communications, or other relevant documentation. The Account Manager will maintain an accounting of all complaints made, and disposition of all complaints against assigned personnel.
9. Sound Transit reserves the right to conduct parallel investigations into any alleged violations of Sound Transit policy, procedure or expectations.
10. Sound Transit's investigations will not interfere with Contractor's investigations and Sound Transit's investigations are not intended to supersede Contractor's findings.

b. **Operational Managers**



All units will have sufficient number of managers to be determined and established based on geography, span of control (appropriate ratio of Manager to Supervisor and unit specific), and needs of Sound Transit to sufficiently and effectively supervise assigned staff; these determinations will be made in collaboration with Sound Transit and pending Sound Transit approval.

1. The Operational Managers will serve as Unit Managers for the three Operational Units: Transit Security Unit; Fare Enforcement Unit; and the Security Operation Center.
2. The Operational Managers will provide direct support to the Account Manager for supervision and monitoring of the Sound Transit Account and assigned personnel.
3. Operations Managers are responsible and accountable for the performance of their respectively assigned units.
4. The Operational Managers will monitor and supervise operations and training for their respective units.
5. The Operation Managers will review security incident reports; ensuring each report is well written and completed within guidelines. They will compile statistics, data and other information as outlined or requested by Sound Transit.
6. The Operational Managers will be responsible for monitoring the schedule for all posts and will balance vacancies with the needs of Sound Transit.
7. Uniform for the Operations Manager will be business casual.
8. Operations Managers will act on behalf of the Account Manager when not available.

c. Supervisors

All units will have sufficient number of supervisors to be determined and established based on geography, span of control (appropriate ratio of Supervisor to Officer and unit specific), and needs of Sound Transit to sufficiently and effectively supervise assigned staff; these determinations will be made in collaboration with Sound Transit and pending Sound Transit approval.

Supervisor assignments will be appropriate as outlined above and staffed 24/7.

1. Transit Security Field Supervisor personnel will be provided an appropriately marked vehicle by the Contractor for performance of their duties. Fare Enforcement and Security Operation Center Supervisors will not receive vehicles.
2. Supervisors will review all reports for completeness and readability and will submit acceptable reports to the Operational managers.
3. Supervisors will also provide a roving security presence and make safety and security checks on non-staffed facilities and properties as required during each shift.
4. Supervisors will monitor the performance and appearance of all fixed posts and mobile patrols.
5. The uniform will be the service uniform of their assigned unit.



6. Sound Transit expects that all supervisors will act on behalf of Operations Managers when not available.

d. Administrative/ Scheduling Assistant:

The Contractor will provide a minimum of one (1) position that will support the overall security account by performing the administrative functions needed for effective operations (i.e. scheduling, payroll, invoicing, etc.) and be responsive to Sound Transit requests for information.

D. OPERATIONS

Sound Transit's Public Safety Division established the Transit Security Unit to operate in a series of zones. Sound Transit determines these zones by geography and transit service density. The number of personnel and posts vary between zones. Each zone will have:

- All personnel assigned to that zone thoroughly trained in all posts within that zone.
- All personnel will rotate among all the post assignments within that zone at no less than once per week; but the preference is daily post rotations.
- No less than 1 field supervisor per 2 zones based on the discretion of Sound Transit's analysis of span of control.
- The same schedule make up as outlined below.

1. Start-up Work Plan

Upon contract award, Contractor shall arrange to pick-up, copy, inventory and store all records from the current service provider. **The cost of such effort shall be borne by the Contractor.** The Contractor shall complete this work within 90 business days of notice from Sound Transit's Director of Public Safety.

Upon contract award, Contractor shall produce electronic and hard copies of post orders for all three units (Transit Security, Fare Enforcement and Security Operations Center) in a format specified by Sound Transit's Director of Public Safety. **The cost of such effort shall be borne by the Contractor.** The Contractor shall complete this work within 90 days of notice from Sound Transit's Director of Public Safety.

2. Transit Security Unit Assignments:

Security Officer 1 assignments - SO1 will be assigned to locations i.e. stations, transit centers, etc. as assigned by the Director of Public Safety or designee. SO1 will conduct routine, continuous foot patrols throughout the facility.

Mobile Patrol Officer – For post that require the use of a motor vehicle. Mobile Patrol officers will conduct set patrols of Sound Transit infrastructure, buildings, property and non-staffed locations. Mobile Patrols will also respond to in progress events, or as appropriate pro-actively respond to support officers in their zone. As available assist Sound Transit contracted Law Enforcement (LE) or local jurisdictions as appropriate or upon request.

Each specific patrol or post will have designated post orders that outline the specific requirements of that post.

All initially assigned personnel to the Transit Security Unit will begin assigned as SO1 or Fixed (Static) postings. After certification and a minimum of 4 months (120 days) of successful work



history on the ST account, ST SO1 officers can apply and be selected for mobile patrol training and assignment.

Mobile patrol posts will require follow on training and certification – personnel must be certified to work mobile patrols. Mobile Patrol certified officers may work fixed (static) posts, but officers only certified to work fixed (static) posts may not work mobile patrol.

3. Post Orders/ Procedures

Contractor is responsible for providing specific, written post orders and procedures for every permanent and temporary post assignment. Post orders and procedures must be reviewed and approved by Director of Public Safety or their designee. Post orders and procedures must be reviewed and submitted no less than annually or when a significant change to the duties occur.

Procedures – In the interest of transparency and to ensure that Sound Transit remains a good steward of the Public's Trust, Contractor will provide Sound Transit with the Contractor's written internal procedures relating, but not limited to, the following subject areas:

- Use of Force and Use of Force Investigations.
- Complaint investigation.
- Application and Selection process and criteria for promotions (Fare Enforcement, Mobile Patrol, Supervisor, etc.).
- Accident Investigations (Personnel and Vehicle).
- Investigations of alleged misconduct.
- Continuity of Operations Plan.
- Emergency Staffing Contingency Plan.

Sound Transit reserves the right to audit these procedures and may request additional documented procedures at any time. Sound Transit may request additional steps be developed to ensure transparency; however this does not and is not intended to interfere with the Contractor's employee/employer relationship. Sound Transit is not party to the personnel actions taken by the Contractor.

4. Shift Schedule

Sound Transit developed the following required shift schedule guidelines to allow for consistent start/end times; days off; and personnel make up. The schedule guidelines, along with the Security Zones, create a team concept and a sense of ownership among Security Officers and Supervision.

- a. There are four (4) shifts per week
 1. Two squads (A and B) per week
 2. Two teams per squad (Days and Nights)
- b. All shifts are 12 hours with a 6 hour shift on Wednesday
 1. Start times are 0500 for Day Team
 2. Start times are 1700 for Night Team
 3. A-Squad works Sunday through Wednesday
 - i. Wednesday 0500-1100 Days
 - ii. Wednesday 1700- 2300 Nights
 4. B-Squad works Wednesday through Saturday
 - i. Wednesday 1100-1700 Days
 - ii. Wednesday 2300- 0500 Nights



5. Supervision may off-set start times by 30 minutes as approved by Sound Transit's Director of Public Safety
 6. Security Operation Center may off-set start times by 60 minutes as approved by Sound Transit Director of Public Safety
 - c. Unless otherwise expressed, all officers' will be scheduled for 42 hours per week. Contractor shall comply with State laws regarding wage and hour.
 - d. Shift Schedule Guidelines (with exception of the meal and break period guidelines) are not applicable to Fare Enforcement Unit or the Union Station Patrol.
 1. Fare Enforcement Unit, Campus Patrol Union Station Patrol will be scheduled according to demand
 - e. Contractor is responsible for ensuring all contracted personnel assigned to the Sound Transit account receive their breaks in accordance with Washington State regulations and any applicable collective bargaining agreements.
 1. Contractor will ensure all Line, Supervisory and Management personnel are knowledgeable with the required break and meal periods for 8, 10, and 12 hour shifts
 2. Meal and Break periods are to be paid time.
 3. Meal and Breaks must be taken out of the view of the public and must be taken onsite unless first authorized by supervisor. (Fare Enforcement and Vehicle Patrol breaks/meals are exempt from the onsite requirement)
 4. Officers and Supervisors are still expected to respond to emergent calls for service or emergencies during break or meal times.
5. **Anticipated Hours per Week (HPW)**

Estimated Hours Per week :	Initial HPW	2019 HPW
Transit Security Unit		
Security Officer 1	2,432	4,322
Mobile Patrol	1,680	1,848
Operations Center	336	504
Fare Enforcement	880	1,040
Supervisor	No Less than:	
TSU	336	504
FE	160	160
SOC	168	168
Key Management Positions*	No Less than:	
Account Manager	40	40
Operational Managers	120	160
Admin/Scheduling Assistant	40	40
Total Estimated HPW:	6,192	8,786
Total Estimated ANNUAL Hours:	321,984	456,872

*Contractor management positions are considered salary.

These numbers are based on current staffing needs and the 2019 assumption of responsibility for the Downtown Seattle Transit Tunnel. Forecasts based on Sound Transits anticipated growth

beyond 2019 are under development and vary depending on Sound Transit's needs. Sound Transit retains the right to add or reduce service hours, facilities and/or zones as needed. Sound Transit will give the reasonable written notification of these long term service level changes. Contractor will ensure that Contractor can meet anticipated service needs within a reasonable period of time upon notification from Sound Transit.

6. Ancillary Services

Sound Transit may require additional public safety and security services to provide coverage for special projects, meetings, events, and/or emergencies. The Contractor may propose the utilization of other Contractor provided resources to address these needs. The Contractor will not be compensated for any additional such services performed, unless authorized in writing by Sound Transit's Director of Public Safety, or designee prior to the performance of such services.

7. Temporarily Assigned Guards

Sound Transit may have public events that require additional security staff. With Sound Transit's prior written approval, the Contractor may utilize temporary non-Sound Transit certified but licensed security officers for these events.

8. Emergency Staffing

The Contractor shall maintain and show evidence of availability of a reinforcement staff of officers and supervisors that will be ready to assist Sound Transit in the event of National Alert Level change; natural or manmade disaster; or any other emergency. The reinforcement staff shall maintain a readiness level of a minimum of 5 officers on call available to respond within 12 hours of the request.

Contractor shall maintain and demonstrate the ability to pool resources from unaffected regions of the country in the event of a significant natural or manmade regional disaster. Contractor shall deliver a 50% increase in staff level within 1 week with a full mobilization capability of 100% increase in staff level within 2 weeks. The Contractor must be able to sustain these levels for at least 30 calendar days. The Contractor will be required to submit to the Director of Public Safety a written strategy that outlines no less than three (3) contingency plans for such emergency events. Contractor shall submit the strategy within 30 calendar days of notice to proceed.

9. Turnover Rate

Officer turnover rates are a primary concern to Sound Transit. Contractor shall employ a continuous effort to achieve a turnover rate that is significantly below industry standard turnover rates. Turnover shall mean the number of security officers hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include security officers who willingly leave the Contractor's company, are removed by Sound Transit, or are terminated for cause. Turnover rates will be calculated on a quarterly and annual basis starting on January 1st and ending December 31st. This schedule will be followed annually until contract expires.



E. EQUIPMENT AND UNIFORMS

Sound Transit's Director of Public Safety has prescribed the current uniforms. The Director of Public Safety or their designees do not authorize equivalents or alternatives unless inspected and approved in writing.

The Contractor will be responsible for the procuring, issuance, storage, maintenance, tracking and destruction of all uniforms and equipment. An allowance amount in the contract has been established for equipment and uniform costs. Equipment and uniform costs require written prior approval of Sound Transit's Director of Public Safety. The Contractor will direct bill Sound Transit for the actual cost of uniforms and equipment with no mark-up on a separate invoice with supporting documentation. Uniform and equipment is the property of Sound Transit under the care and custody of the Contractor.

The Contractor will provide certified documentation of any and all uniform items that are retired, or turned in are destroyed. Uniform and equipment are the property of Sound Transit and will not be sold, transferred, repurposed, or donated.

Any individual wearing any item other than the items specified in this specification will be considered out of uniform. Any individual not wearing all issued items will also be considered out of uniform. Headgear is considered optional, however; if headgear is to be worn it will comply with the specifications. Individuals who are deemed to be out of uniform will be sent home unless the uniform deficiency can be immediately corrected.

The following specifications do not supersede any safety equipment requirements. However, every attempt must be made to ensure that safety equipment is compatible with this standard. When additional safety items, such as hard hats or safety vests, are worn by requirement in specific areas, Security Officers will not be considered out of uniform.

No personnel may interact with the public without the appropriate uniform, body armor, and equipment. Personnel without the appropriate uniform, body armor, and/or equipment will be relieved of duty immediately and sent home.

The Contractor will be responsible for costs of uniform/ equipment items lost, destroyed, stolen as a result of negligence or not returned by personnel upon separation.

Contractor will provide each assigned personnel any items with the Contractor's Logo, such as the Security Officer's badge and headgear as authorized in the service uniform addendum.

1. Patches

Contractor will be required to provide custom patches for uniformed positions. Contractor will submit no less than three (3) conceptual designs for Sound Transit's consideration. Sound Transit considers branding important. The patch should highlight the partnership between the Contractor and Sound Transit but must prominently display the words TRANSIT SECURITY.

2. Equipment

Contractor will keep in a good state of repair all equipment to include uniform and equipment as required and any future uniform and equipment item revisions.





Contractor will establish and present to Sound Transit an anticipated lifecycle and replacement schedule of uniform and equipment items. This schedule will be updated for Sound Transit as necessary, or as requested by Sound Transit. The schedule does not remove the requirement that all uniform and equipment items must be in a good state of repair; denote a professional appearance; and does not pose a safety hazard. Therefore, items shall be replaced prior to replacement schedule for any of the above reasons. Sound Transit's Director of Public Safety determination as to what constitutes good state of repair, professional appearance and/or safety hazards shall be final.

Contractor may be assigned custody equipment to include but not limited to mobile phones, radios, digital cameras, and other electronic equipment, materials, or office supplies, computers (laptop, tablet, desktop) deemed necessary and as provided by Sound Transit.

Contractor personnel will be assigned custody of keys and other access control devices. In the event of loss or damage due to negligence, the Contractor is responsible for the cost of replacement and any subsequent work and materials required.

All such equipment shall remain Sound Transit's property and shall be surrendered to Sound Transit immediately upon discharge or transfer of personnel from this account or termination of this agreement. Sound Transit may inspect any of these items at any time.

Sound Transit will be responsible for the cost of the equipment, maintenance and repairs that are a result of normal wear and use.

It will be the Contractor's responsibility to maintain an inventory of these items and to notify Sound Transit when maintenance is necessary.

The Contractor will be responsible for the cost of lost, stolen equipment and all equipment repairs or replacement due to abuse or negligence.

3. Vehicles

Security Vehicles will be invoiced monthly and will be billed at a fixed all-inclusive rate. No additional vehicle charges (e.g. mileage, gas, parking, insurance, licensing, maintenance, repairs, etc.) are allowed under this contract. Contractor is responsible for all fleet management of vehicles used as Sound Transit security vehicles.

Sound Transit's desire for a professional image that denotes both competence and confidence includes the fleet of Contractor-provided security vehicles. Dedicated, standardized security vehicles, with marking approved by Sound Transit, shall be provided by the contractor. Contractor shall be responsible to ensure the vehicles are appropriate for the patrol services required; are maintained in a safe, reliable manner; are kept clean and in a good state of repair at all times; and are replaced as reasonably required. The Contractor will provide Sound Transit's Director of Public Safety or their designee recommendations on patrol vehicle and SUV types for approval. Contractor will make every effort to maintain standardization of patrol vehicle types. Deviations for model years and the phasing out of one series of vehicles to another standard are deemed as acceptable. Sound Transit encourages the Contractor to utilize hybrid vehicles wherever possible. **No used or repurposed vehicles are authorized.**

Patrol Vehicles will be any vehicle that the Contractor deems appropriate for high mileage driving, idling, and slow speed facility patrolling. Patrol vehicles will generally remain on improved





surfaces. SUVs are vehicles with sufficient ground clearance, power, and appropriate tires and powertrain for driving on unimproved surfaces, uneven terrain, and in severe inclement weather.

Contractor will ensure Security Vehicles are equipped with the appropriate warning and signaling devices, and spotlight(s). Warning and signaling devices will be approved by Sound Transit prior to installation. All Security Vehicles must be equipped with a real-time or near-real-time GPS system that monitors and records position and speed that can be monitored by the Security Operations Center. (The GPS data will be available to Sound Transit upon request.) Sound Transit will provide Sound Transit's current radio system, laptops, and laptop mounts. Sound Transit will cover the installation and maintenance cost of those items. Contractor will make every effort to ensure the safety and security of that equipment. Contractor will be responsible of any repair or replacement costs of equipment lost, stolen or damaged due to abuse, negligence or not taking all necessary and reasonable precautions to protect this equipment. Sound Transit may provide additional ancillary equipment to be maintained with each vehicle at Sound Transit's discretion.

Sound Transit retains the right to have an individual vehicle removed from the account for any reason. Sound Transit also retains the right to deadline a vehicle it determines to be unsafe or failing to present the appropriate, professional appearance. [Deadline vehicles will not be used until the issue has been addressed and Sound Transit has approved repairs.]

Sound Transit anticipates the use of patrol vehicles as indicated below. Sound Transit retains the right to request a change in the amount and types of vehicles used. Sound Transit may increase or reduce the number of patrol vehicles in the future based on Sound Transit's needs. Contractor will be responsible for providing replacement fleet or rental vehicles during the time assigned vehicles are undergoing corrective maintenance or prolonged preventive maintenance. Sound Transit is not responsible for the cost of rental vehicles.

Initial Vehicle Count (September 2018)	
Sedan	SUV
11	3

Any vehicle utilized on the Sound Transit contract will not exceed 100K mileage. Sound Transit may grant a waiver to extend that mileage to 150K pending safety inspection, vehicle performance and appearance. No vehicle will be authorized for use on the Sound Transit account with a mileage exceeding 150K miles. **Estimated average quarterly mileage of vehicles is 10,000 miles per vehicle.**

Contractor and its employees operating a vehicle (marked, rental, etc.) in the performance of duties will operate vehicles in accordance with any and all applicable State and local laws, codes, and regulations.

Any traffic or parking citations or infractions issued to Contractor employees while in a vehicle being used as a Sound Transit security vehicle are the responsibility of the Contractor or their employee.





F. TRAINING

Contractor shall provide, at the Contractor's expense, except for Initial Training Fees and Promotional Training Fees, all training and shall provide documentation of training for each individual before being assigned to the Sound Transit Account.

Contractor will develop an initial training program that encompasses all the necessary skills and knowledge for an individual assigned to the Sound Transit Account to successfully perform their assigned duties in accordance with Sound Transit's expectations.

The training program will focus on the areas of Customer Service, Response, Intervention, Presence and Deterrence, Documentation, and Observation.

Training conducted for the Sound Transit account will be exclusive to Sound Transit and will not be split, or attended by personnel assigned to other accounts. The Contractor will provide a dedicated team of trainers to conduct pre-certification training (including classroom, practical, and computer based training), follow-on, and recertification training.

Sound Transit may request a change to a specific training module or the addition of new training modules. Any reasonable costs associated with the time and material needed to develop and deliver requested change to training may be billed to Sound Transit. This bill back period is only for the reasonable time and materials needed to establish the requested training, and then retrain the existing staff. After initial retraining, the change is to be incorporated into the established training program and future cost for training will be borne by the Contractor.

The Director of Public Safety or designee must approve training curriculums for required training prior to instruction.

While the training program specific design, schedule, and format will be finalized in collaboration with Sound Transit post contract award, the Contractor must propose a preliminary training program and schedule for consideration in the RFP process.

As a guideline the Contractor will develop a training program that includes and reinforces the expectations of performance of the security team by Sound Transit.

Initial training must be designed to introduce, teach, and reinforce the following topics through classroom, lecture and practical application, review and testing:

1. **Security Officer 1 certification (SO1):**

- Customer Service
- First Aid, CPR & AED certifications (including use of tourniquet, and emergency bandage 'Stop the Bleed')
- Diversity awareness
- Interpersonal communication, customer service
- De-escalating violent or confrontational individuals
- Handcuffing
- Defensive Baton, self defense
- Report Writing
- Care and Maintenance of Uniforms and Equipment
- Orientation of Sound Transit operations



- Introduction to, relationships, and interactions of Sound Transit Security Units (Fare Enforcement, Security Operation Center, and Transit Security Unit) and Sound Transit Police Department
- Introduction to Critical Infrastructure and Critical Infrastructure Protection
- Radio use and procedures
- Recognizing and responding to individuals in crisis
- Incident investigation including documentation, photographing, etc.
- Terrorism awareness
- ADA policy and service animal policy

The initial training will be at minimum 60 hours but not exceed 80.

Post or zone assignment training will not be less than 40 hours but not exceed 60.

All training will include the necessary curriculum and delivery to develop an individual officer under the direct supervision of the training staff progressively. The Director of Public Safety will work with the Contractor to develop and adopt training program standards but at a minimum, the training will:

- Develop an officer to a proficient level of skills versus a familiarization.
- Develop the officer to be proficient at all posts and patrols within their assigned zone.
- Train an officer regardless of unit assignment to perform as a member of that unit with competence and confidence.
- Emphasizes the officers need to be proactive and engage with the public effectively.
- Emphasizes the importance of the officer's role in providing customer service, and a safe, secure, and comfortable environment for customers and employees.
- Demonstrates Sound Transit's and the Contractor's commitment to the officer and the value placed in the officer's contribution.
- Officers are not authorized to work zones in which they have not undergone the formal training program and are certified to work in.

Upon completion of the initial training a comprehensive exam will be administered. Successful completion of the training and comprehensive exam will be documented in a memorandum for record and submitted to the Director of Public Safety.

Individuals who fail to pass the comprehensive test are allowed to undergo remedial training not to exceed 40 hours. A second (different) comprehensive exam will be administered. If the individual fails the second exam, they will not be eligible to certify for placement on the Sound Transit account.

The Director of Public Safety or designee will certify the results of the training (review of training file and in person meeting) and issue a memorandum certifying that officer for assignment to the Sound Transit account.

If at the time of meeting, the Director of Public Safety or designee does not consider that certification is appropriate, the Contractor may have the officer undergo remedial training at the Contractor's discretion and cost. The Contractor may schedule a second meeting; if at that time the Director of Public Safety or designee still do not consider certification is appropriate the officer will be removed from the Sound Transit Training program and will not be certified to work on the Sound Transit Account.





No individual may work any assignment without receiving the memo of certification from the Director of Public Safety or their designee. Temporary Assigned Guards are exempt from this requirement for those short term special event assignments.

2. Mobile Patrol Officer Certification (MPO):

A Security Officer 1 with at least 120 days on the account post Sound Transit certification may be trained and certified to work 'Mobile Patrol' positions or posts. This training will include but is not limited to:

- Vehicle operation: defensive driving, safe operation, driving in adverse weather
- Patrol procedures
- Map orientation, and understanding of addresses and geography
- Accident response
- Incident investigation
- Customer Service

This training will not exceed 40 hours but be no less than 30. Upon completion of the initial training a comprehensive exam will be administered. Successful completion of the training and comprehensive exam will be documented in a memorandum for record and submitted to the Director of Public Safety or designee. The same criteria for certification of SO1 apply to certification for specialty assignments or supervisory promotions.

3. Fare Enforcement Officer Certification (FEO):

It is the preference of Sound Transit that Fare Enforcement Officers are selected and developed from existing Transit Security staff. However, the Contractor may hire FEOs directly from well qualified candidates.

Fare Enforcement Officers are required to certify as SO1 prior to beginning training as an FEO.

FEO Training will include comprehensive training in customer service, understanding of legal issues involved with fare enforcement, working with law enforcement, diversity awareness, recognizing and responding to persons in crisis, and any other topics deemed relevant by Sound Transit.

FEO Training **including** training with a training officer in the field, will not be less than 120 hours or exceed 150 hours.

Successful completion of the training and comprehensive exam will be documented in a memorandum for record and submitted to the Director of Public Safety or designee.

4. Field Training:

Certification for SO1, MPO and FEO will require that officers train in the field. The Contractor as part of their proposed training program will include how this phase of training will be conducted, evaluated, and tested.

This will include but not be limited to how persons selected to be training officers will objectively measure performance of trainees.

Field training will incorporate the use of multiple officers to measure trainee's progress of performance and application, retention and comprehension of training delivered during the initial phases of training.





Field training will continue to reinforce the core tenants of Sound Transits expectations of performance while incorporating the operational understanding of assigned posts.

5. Security Operations Center Operator:

Because of the unique environment of the SOC, the Contractor shall develop and propose a training program for Sound Transit's review and approval that incorporates all of the outlined expectations in service description for the certification of personnel to work in the SOC. It is anticipated that a majority of the SOC training will take place in the SOC.

Successful completion of the training and comprehensive exam will be documented in a memorandum for record and submitted to the Director of Public Safety. SOC Operators are not required to certify as SO1 Officers but must be certified by the Director of Public Safety or designee prior to assignment.

6. Annual refresher training and certifications:

The Sound Transit training program will include initial certification and annual refresher certification as required including but not limited to first aid/ CPR, defensive tactics, required rail safety training. Additionally the Contractor will conduct on-going in service training in customer service, report writing, and other topics as appropriate.

It is anticipated that annual refresher training will take about 40 hour per officer annually.

The training will be conducted through a holistic approach to Sound Transit expectations of security operations.

7. Follow On / in service training

It is expected that the Contractor will provide continuous ongoing training curriculum to staff, to be delivered by managers and or supervisors on site with officers while in service. The delivery of this training will not detract or remove the officer from their regularly assigned duties. This training will be relevant to day to day operations, and serve to reinforce the topics learned during initial training including but not limited to: report writing, officer safety, customer service, and patrol procedures, etc.

All personnel assigned to the Sound Transit contract must be made available for 16 hours of developmental training in each 12-month period. Developmental training should include, but not be limited to:

- a. Conflict Management
- b. Effective Patrol Techniques
- c. Crime Prevention
- d. Incident Investigation
- e. Terrorism Awareness

Developmental training must be scheduled in advance. Developmental training is not mandatory for all personnel. Contractor may use participation in developmental training as a measurement in performance reviews and promotional opportunities if the Contractor's corporate policies allow for such measurements and providing the Contractor was fair and equitable to all positions, all posts, and all schedules when presenting opportunities for developmental training.

Officers/Fare Enforcement Officers/Supervisors/ SOC Operators assigned to the Sound Transit account cannot be billed prior to certification by Sound Transit Director of Public Safety or designee.



Upon certification, the Contractor may bill Sound Transit an initial training fee for an individual certified security officer or operations center operator.

After the first contract year, the number of initial training fees the Contractor may bill Sound Transit will not exceed 25% of the total approved number of certified staff at the time of contract start.

Training for existing Officers who train to be MPO, FEO or Supervisors cannot be billed to Sound Transit. Upon completion of training, and certification as outlined above, the Contractor may bill Sound Transit an agreed upon promotional training fee. The number (quantity) of promotional training fees will be limited and agreed upon between the Contractor and Sound Transit.

8. Training Records

All records of training will be made available for Sound Transit's inspection and auditing. In addition to records, any training module or program will be subject to auditing by Sound Transit during the delivery of the instruction.

9. Trainer and Training Officer Qualifications

Contractor will designate specific individuals as Trainers. Trainers will assume a full-time roll as trainers. Trainers will develop and lead training in all phases of training. Trainers shall maintain current training certifications for those programs.

Contractor will provide calculations demonstrating the number of dedicated, full time Trainer's needed to accomplish and maintain the specified training.

The Contractor will also specifically designate Training Officers or Field Training Officers. These officers may be full-time officers or as needed from the specific units. However, Field Trainers roles will take priority over shift/schedule needs during assigned training days. Contractor is to specify how scheduling of training will be accomplished.

Contractor will develop and submit for approval the criteria for selection to Trainer and Field Training Officers. Contractor will also provide Trainers and Field Training Officers specific training on how to deliver training, how to coach, and documentation of training. Trainers and Field Training Officers will be identified to the Director of Public Safety by memorandum that will include the training specific officers have received.

10. Training Plans and Schedules

A. Annual Training Plan and Schedule

The Contractor will provide within 60 Days of Notice to Proceed a detailed Annual Training Plan and Schedule for the remainder of 2018/2019. The Annual Training Plan and Schedule shall be submitted by 1 December of the prior year. Annual Training Plan and Schedule will provide Sound Transit the following information:

- Training outline for new hires, recertification and planned follow on training;
- Per weekly schedule of planned training activities;
- Per month expirations of certifications.



B. Quarterly Training Update

The Contractor will provide, within ten (10) business days after the end of the quarter, an update to the Annual Training Plan and Schedule. This update will provide the following information:

- Updated for new hire, recertification and planned follow-on training;
- Metrics outlining quarterly performance – Actual vs. Planned training; recertification rate; lapsed certifications; total number of new hires certified; new hire certification rate; total amount of follow on training delivered.
- Updated weekly schedule of planned training activities.

C. Monthly Training Schedule

The Contractor will provide thirty (30) calendar days prior to the month, a monthly training schedule. The monthly training schedule will provide the following information:

- Per day scheduled training – Course name and hours;
- Location of scheduled training;
- Instructor assigned to training delivery;
- By name list of expiring certifications during the month;
- Results of the Month prior.

G. METRICS AND REPORTING

Contractor must provide comprehensive written reports and data to Sound Transit for evaluating the quality, performance or service and appropriate deployment of security services.

Sound Transit will produce and provide the appropriate format, and expected metric of each report listed below. The below list is not a comprehensive list of reportable metrics but is provided as a guide to illustrate the level of reporting Sound Transit expects.

Sound Transit reserves the right to request other information or data not listed from the Contractor in relation to the performance as needed.

The Contractor must coordinate with Sound Transit on a recurring basis. In order to meet this requirement the Contractor must provide the following:

Daily Reports: Submitted at end of each shift daily	
Shift report	Incident reports generated Facility requests Notes regarding significant events Call offs No shows Unfilled posts/ patrols Verification of officer assigned and worked

Weekly Operations report from Account Manager	
Weekly Report	Serious incidents Complaints

	Compliments Issues impacting account Use of Force occurrences
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Weekly Operations report from each Operations Manager			
ALL	Transit Security Unit	Fare Enforcement	Security Operations Center
Weekly activity Project Status Staffing- resignations, new hires, personnel in training, personnel on leave, interviews, etc. Planned activity Resource requests	Weekly Activity Special Events Vehicle Fleet Status Ongoing field issues	Weekly Activity FEO activity	EAM (facilities requests) Errors PDR or other video requests processed Notification incidents

Weekly Billable Hour Report	
Weekly	List of all assigned and certified personnel Hours billed by post Bill rates Exemptions for that week Special Duty (Overtime) Hours billed to Sound Transit with associated approval and event information Special Duty (Overtime) hours not billed Any acting positions Training hours both billed and not billed Projected hours of service by post, zone and unit Actual hours of service by post, zone and unit Light duty hours (billed or unbilled)

Weekly Training Progress Report	
Weekly	List of new hire status (assigned to Sound Transit contract) in onboarding process Projected certification date Current class roster and update to include, drops, status, issues, etc. Upcoming training, certifications, etc. Use of Force investigation status report

Monthly Operations Performance reports		
Transit Security Unit	Fare Enforcement	Security Operations Center
Parking Enforcement: Vehicles warned, towed, hot spots Persons trespassed or removed from property Area Checks	By Officer and Unit: Inspection hours, inspections performed Warning, citations and theft case issued Evader demographics	EAM errors US/Campus Patrol contacts, removals, patrols, etc. See Something Say Something

Quarterly Business Performance review	
Quarterly presentation to Sound Transit Public Safety Division and issued report.	Staffing Levels Turnover rate Complaint investigations and status Training status Budget- actual vs. projected for account and by unit Comprehensive roll up of all units performance Recruiting status and report

Sound Transit reserves the right to request other information or data not listed from the Contractor in relation to the performance as needed at any time.

H. PRICING, WAGES, SPECIAL DUTY (OVERTIME), PRICE INCREASES, FAILURE TO PERFORM, AND PERFORMANCE BONUS

1. **Wages:**

A. *Sound Transit Assigned Personnel:*

Sound Transit desires highly qualified, professional public safety and security personnel services. Sound Transit does not dictate wages for individuals or specific job functions.

Contract billing rate is all-inclusive and Sound Transit shall not pay for any additional costs. The billing rate shall include all costs necessary to perform the services, including such costs as labor, Benefit Package, Insurance, Administration, Training support, non-Sound Transit provided equipment and uniforms, supplies, materials, equipment, and any other overhead costs to include profit.

Sound Transit will not be responsible for any special duty (overtime) payment for officer shortages; scheduling errors; call-offs or no-shows; sick, vacation or other leave; and any other situation in which Sound Transit has set schedule for services. Contractor bears full responsibility for these payments.

Special duty (overtime) that is pre-built in the schedule; requested additional services by Sound Transit and authorized in writing by the Director of Public Safety or designee; Sound Transit recognized holidays; court appearance on non-scheduled workdays; and/or any situation that has been approved in writing by the Director of Public Safety or designee for any reason, may be billed to Sound Transit at an established special duty (overtime) rate. Special duty (overtime) requires prior approval from Sound Transit's Director of Public Safety, or designee. Such approval can be verbal, followed by written authorization.

The Accounts Manager, Operational Manager, Administrative/Scheduling Assist, and Temporary Assigned Guard position are not eligible for special duty (overtime) compensation.

B. *Temporarily Assigned Guards:*

As with the Sound Transit Assigned Personnel bill rates above, the Temporarily Assigned Guards bill rate is all-inclusive and Sound Transit shall not pay for any additional costs. The billing rate shall include all costs necessary to perform the services, including such costs as Benefit Package,



Insurance, Administration, Training support, uniforms, supplies, materials, equipment, and any other overhead costs to include profit percentage.

Unlike Sound Transit Assigned Personnel, Temporarily Assigned Guards billing rate will have no special duty (overtime) or holiday premiums associated with the wage rate. Contractor is responsible for any special duty (overtime) or holiday payments that may occur with the use of Temporarily Assigned Guards.

2. Holidays:

Sound Transit recognizes and observes the following holidays:

Official Holidays:
New Years Day
Martin Luther Kings Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

3. Training Wage:

Sound Transit encourages the Contractor **not** to adjust officers assigned to Sound Transit hourly wage for any Contractor covered training outside of initial training. This includes recertification, follow-on training, and any Contractor mandated training.

Should the Contractor wish to develop an Initial Training wage, the wage:

- Will NOT be less than 75% of an officers assigned or anticipated assigned wage for the initial training period; **and**
- The Training Wage is part of an approved initial training program not including refresher training; **and**
- Will be made clear to candidates during the recruiting process; **and**
- The requirements to move from a Training Wage to a Starting wage are clearly defined and given to the trainee in writing.

4. Initial Certification Training Fee:

Officers assigned to the Sound Transit account cannot be billed prior to certification by Sound Transit Director of Public Safety or designee. Upon certification, the Contractor may bill Sound Transit an initial training fee for an individual certified security officer.

After the first contract year, the Contractor may only bill Sound Transit for 25% of annual approved staffing in initial training fees per year. If the Contractor exceeds 25% the cost of training and certifying personnel to the Sound Transit account is to be borne by the Contractor.





The initial training fee shall include trainees wages and benefits.

5. Promotional Training Fee:

Training for existing Officers who train to be MPO, FEO or Supervisors cannot be billed to Sound Transit. Upon completion of training, and certification as outlined above, the Contractor may bill Sound Transit an agreed upon promotional training fee. The number (quantity) of promotional training fees will be limited and agreed upon between the Contractor and Sound Transit's Director of Public Safety or their designee.

6. Vehicles:

Contractor will develop a fixed, all-inclusive rate for each type of vehicle used (sedan and SUV). This fixed, all-inclusive rate must take in to account all aspects of the requirements outlined in the **Vehicle** section of this scope of work.

Any traffic or parking citations or infractions issued to Contractor employees while in a vehicle being used as a Sound Transit security vehicle are the responsibility of the Contractor or their employee

7. Other Public Safety & Security Services:

Sound Transit may request from the Contractor additional public safety and security services and/or security solutions during the duration of this contract. Sound Transit may request these based on need, unforeseen circumstances, growth and practicality. Based on these factors a need for alternative services or a technology solution to augment or supplant current security resources may be identified.

These services may include but are not limited to ad hoc patrol services, wireless camera/ sentry technology, parking monitoring etc.

Pricing and billing for these services will be negotiated and a Contract Modification issued between Sound Transit and the Contractor for these services.

Sound Transit will request these services based upon need.

8. Vehicle Billing Rate (Unit Price) Adjustment:

In the submitted written request for an increase in vehicle billing rates, the Contractor must clearly demonstrate and provide supporting documentation that:

- A change to the type of patrol vehicle or SUV is warranted based on documented performance and maintenance records, and the change of vehicle incurs an increase in overall price; and/or
- Fuel costs have increased by 100% or greater of the 3 year average of the average fuel price **and** the increase has been sustained for a period of 180 days or greater; and/or
- A change to local, state, Federal vehicle regulations or taxes not known at the time of original contract and subsequent increase requests; and
- That any price increases do not produce a higher profit margin than that on the original contract.



The request shall be considered by Sound Transit and may be accepted or rejected or negotiated. The decision to accept any price increase will be at the sole discretion of the Director of Public Safety.

I. FAILURE TO PERFORM DUTIES RESULTING IN LOSS

Any acts of vandalism, sabotage, theft or damage to Sound Transit vehicles, property, buildings, equipment or facilities that is a direct result of the Contractor or Contractor's employees failing to perform as required by this contract and in dereliction of duty or negligence shall result in the Contractor being responsible of up to but not exceeding 100% of the cost of repair, or replacement, of the lost, stolen, damaged, items or property.

The Contractor as agents of Sound Transit will be granted the authority and responsibility to create and generate facility requests for service or repair. Sometimes these requests may be critical in nature and require the call out or dispatching of other contractors or Sound Transit personnel anytime, 24 hours a day. These requests must be reported and entered accurately by the Contractor.

If it is found that the Contractor through negligence, or carelessness entered or reported information for such a request that resulted in the dispatch of any of the aforementioned personnel, the costs of that incident may be directed back to the Contractor.

Exemptions:

Sound Transit may exempt these *billing, billing increase, failure to perform conditions* for an extraordinary situation that could not have been known by either party at the time of the proposal or for other circumstances beyond the control of both parties, in the opinion of Sound Transit.

J. PERFORMANCE BASED INCENTIVES (INCENTIVE FEES):

The Contractor may be eligible to receive monetary incentives evaluated on pre-established criteria based on measurable performance metrics delineated in Attachment B – Contractor Performance Metrics. These metrics will include but not be limited to the Contractor's performance in day to day operations, staffing, safety, and adherence to Sound Transit procedure and expectations. These metrics will consist of measurements contract wide as well as individual unit performance.

The performance will be measured and possible incentives delivered quarterly to the Contractor through an agreed upon process to be determined upon notice to proceed.

The incentive will be based on total regular hours billed (extra coverage, Sound Transit approved special duty (overtime), or training hours will not be calculated) by the Contractor for the evaluation period.

The total quarterly billed hours will be multiplied by the average regular bill rate (Sound Transit approved special duty [overtime] bill rate, special duty bill rate, etc. will not be used) of a Security





Officer and Security Supervisor assigned to the Sound Transit account at the time of evaluation (management hours and salary are not applicable).

6% of the amount calculated from billed hours and average wage will be the 100% eligible incentive amount- see below:

Hours billed	Average bill rate	Total dollars billed	Eligible incentive amount
10000	\$35.00	\$350,000	\$21,000

**Chart is demonstrative purposes only*

Each metric used will have a set number of possible points. Based on the metric these points may be weighted where the Contractor is awarded a partial number of the possible points. Other metrics will be based on a **yes/no** evaluation where 'yes' gets the full value for the metric and 'no' results in a zero.

The total point score will be summed, and a percentage of performance will be determined from points earned against total possible points. This percentage will be used to determine the award amount.

If the Contractor scores between 91% and 100%, the Contractor would receive a 1 to 1 incentive based on the score, i.e. a score of 91% would equal an incentive of 91% of the eligible incentive amount.

A score of 90% to 80% reduces the award percentage by 2 points for every percentage point of performance.

Performance	90%	89%	88%	87%	86%	85%	84%	83%	82%	81%	80%
Award	89%	87%	85%	83%	81%	79%	77%	75%	73%	71%	69%

A score of 79% to 70% reduces the award percentage by 4 points for every percentage point of performance.

Performance	79%	78%	77%	76%	75%	74%	73%	72%	71%	70%	69%
Award	65%	61%	57%	53%	49%	45%	41%	37%	33%	29%	0%

Any score below 70% will result in a zero and an incentive will not be awarded for that evaluation period.

The Contractor shall provide a minimum of 75% of any incentive fee(s) paid by Sound Transit reasonably divided to all certified security officers and supervisors assigned to the Contract during the evaluation period and are still active on the Sound Transit account.

K. DELIVERABLES

The following is a list of deliverables required from the Contractor upon award of the Contract and the respective due dates. Sound Transit shall withhold payment of invoices for deliverables that have past their due date and have not been granted an extension by the Director of Public Safety. No penalties or interest shall be applied to payments withheld by Sound Transit for this reason.

Pre-Service Start Date

Deliverable	Due By



Post Walk Through	5 to 10 Calendar Days after Contract execution
Bonus Structure and metrics	5 to 10 Calendar Days after Contract execution
Contractor FEMA compliant continuity of operations plan	30 Calendar Days after Contract execution
Finalized Training Plan Outline	30 Calendar Days after Contract execution
Post Orders	45 Calendar Days after Contract execution
Procedures	45 Calendar Days after Contract execution
Training Curriculum	60 Calendar Days after Contract execution
Training and Hiring Schedule	60 Calendar Days after Contract execution

Post-Service Start Date

Deliverable	Due By
Weekly Operations Reports	Week Day (TBD)
Weekly Billable Hours report	Close of Business Friday
Weekly Vacancy Report	Close of Business Friday
Monthly Reports	10 business days after end of previous month
Quarterly Review Board (QBR)	Scheduled based on participants availability once a quarter, ideally no later than 45 days after end of quarter under review.
Annual Training Plan/Schedule	2018– 60 calendar days after notice to proceed 2019 & Beyond – 1 December of year prior
Quarterly Training Update	10 business days after the end of the quarter
Monthly Training Schedule	30 calendar days prior to beginning of the month

L. ATTACHMENTS (REFERENCE DOCUMENTS)

Attachment A: Uniform and Equipment Standards

Attachment B: Contractor Performance Metrics

Attachment A – Uniform and Equipment Standards

Sound Transit Public Safety Contract Security Service Uniform and Equipment Requirements

Below is required uniform (except where noted) and equipment that will be issued to each Officer assigned to the Sound Transit account.

The contractor will direct bill Sound Transit for the actual cost of uniform and equipment with no mark up, on a separate invoice with supporting documentation.

Uniform and equipment is the property of Sound Transit under the care and custody of the contractor.

Uniforms

A. Head Gear

1. Baseball type cap – Plain, Black, Fitted with Contractor Logo facing forward, hat may have manufacture logo that is conspicuous and not of a contrasting color.
2. Watch (stocking) cap – Plain, Black, with no fray, and Fitted with Contractor Logo facing forward, watch caps may be knit or polar fleece. Watch caps are authorized for wear during in climate weather, or night shift. Watch caps may have manufacture logo that is conspicuous and not of a contrasting color.
3. Plain black hats are not authorized unless specifically approved by Sound Transit.
4. Head gear is authorized but not required as such will be contractor provided cost not passed back to Sound Transit.

B. Shirts:

1. Minimum of two short sleeve polos and two long sleeve polos
2. Contractor may issue 3 long sleeve polos in lieu of 2 S/S and 2 L/S as an option selected by individual officer.

All Shirts regardless of unit will:

1. Be tailored to each individual
2. Have an individual, Velcro (hook and loop) style name tape
 - a. Centered on left chest above piping;
 - b. Tape will be dark navy or black back ground with name embroidered with silver or white lettering. Supervisor name will use gold lettering.
 - c. All capital block letters First Initial Full Last Name [J SMITH]
3. Have Contractor designed, Sound Transit approved – Sound Transit Security Patches sewn on both sleeves (see **H**)

4. Supervisor and/or Fare Enforcement Identification Rockers worn directly above shoulder patches.
5. Have Microphone Tab sewn centered on chest at bottom of neck opening

Unit Specific Shirt requirements:

2. **Transit Security**

1. Forest Green and New York Blue Color Block Polo
2. Straight Hem and trim back to be even with the front
3. Reflective piping between Forest Green and New York Blue
4. Reflective **SECURITY** in 1" block letters centered on right chest above piping
5. Reflective **TRANSIT** in 1" block letters centered on and directly above reflective **SECURITY**
6. Reflective **SECURITY** in 3" block letters center on back above reflective piping
7. Reflective **TRANSIT** in 2' block letters centered on and directly above reflective **SECURITY**

3. **Fare Enforcement**

1. Royal Blue and New York Blue Color Block Polo
2. Straight Hem and trim back to be even with the front
3. Reflective piping between Royal Blue and New York Blue
4. Reflective **ENFORCEMENT** in 1" block letters centered on right chest above piping
5. Reflective **FARE** in 1" block letters centered on and directly above reflective **ENFORCEMENT**
6. Reflective **ENFORCEMENT** in 3" block letters center on back above reflective piping
7. Reflective **FARE** in 2' block letters centered on and directly above reflective **ENFORCEMENT**

C. Pants

Uniform pants will be identical for all units: Dark navy blue uniform pants. Utility/EMT/tactical pants are not authorized.

- a. Trousers will be well fitting to allow free and comfortable movement
- b. Length of the trouser will have the cuff extend to the weld of the shoe with a ¼ inch, Officers will not tuck or blouse their pants into their boots.
- c. Pants will have cargo pockets
- d. Will not be constructed of rip stop, or wool material
- e. Suitable styles for reference:
 - 5.11 Class B Stryke PDU
 - Flying Cross Serge Cargo
 - Elbeco Classic duty cargo

Contractor may select manufacturer, model and style but must be approved by Sound Transit. Officers who require accommodations for uniforms that vary from the selected style will be evaluated and approved by Sound Transit on a case by case basis.

D. Jackets:**All Jackets regardless of Unit will:**

1. Waterproof Eisenhower Style Jackets and be tailored to each individual
2. Have an individual, Velcro style name tape (hook and loop), in addition to name tape produced for polo shirts
 - a. Centered on left chest above piping;
 - b. Tape dark navy back ground with name embroidered silver lettering (gold for supervisor)
 - c. All capital letters First Initial Full Last Name [J SMITH]
3. Have Contractor designed and Sound Transit approved – Sound Transit Security Patches sewn on both sleeves (see H)
4. Supervisor and/or Fare Enforcement Identification Rockers worn directly above shoulder patches.
5. Have Microphone Tab sewn centered on chest at bottom of neck opening
6. Not interfere with Duty Belt

1. Jackets Transit Security

1. Forest Green and New York Blue Waterproof Eisenhower Jacket
2. Straight Hem and trim back to be even with the front
3. Reflective piping between Forest Green and New York Blue
4. Reflective SECURITY in 1" block letters centered on right chest above piping
5. Reflective TRANSIT in 1" block letters centered on and directly above reflective SECURITY
6. Reflective SECURITY in 3" block letters center on back above reflective piping
7. Reflective TRANSIT in 2' block letters centered on and directly above reflective SECURITY

2. Jackets Fare Enforcement

1. Royal Blue and New York Blue Waterproof Eisenhower Jacket
2. Straight Hem and trim back to be even with the front
3. Reflective piping between Royal Blue and New York Blue
4. Reflective ENFORCEMENT in 1" block letters centered on right chest above piping
5. Reflective FARE in 1" block letters centered on and directly above reflective ENFORCEMENT
6. Reflective ENFORCEMENT in 3" block letters center on back above reflective piping
7. Reflective FARE in 2' block letters centered on and directly above reflective ENFORCEMENT

- E. **Gloves** – Solid black, constructed of leather, or cloth cut and puncture resistant material. Gloves should not have contrasted or large manufacturer logos, will not extend beyond the wrist or be “gauntlet style”. Gloves with hardened knuckles, or knuckle inserts are NOT authorized.
- F. **Footwear** - Footwear will be Danner Kinetic Tactical Boot or approved equivalent that feature waterproof construction, will not have steel or composite safety toes, non-slip soles.
 - 1. Boots will be buff-shined and in good state of repair at all times.
 - 2. Socks - Visible portions must be dark navy blue or black, quarter or mid-calf length.
- G. **Official Badges** - All officers will be issued an unique-numbered metal gold or silver badge with carrier for wear on Duty Belt with contractor logo and name
- H. **Shoulder Patches** – Vendor will design and submit to Sound Transit’s Chief Security Officer for acceptance a shoulder patch that highlights the partnership of the Contractor’s Company and Sound Transit; clearly and prominently displays the words “Transit Security”.
 - 1. Patch worn on each shoulder ½ inch from top seam and centered on arm crease. Patches will be sewn on by the vendor; however, issuance must be tracked to insure consistent application.
- I. **Identification Badge** – Sound Transit will issue a photo identification / access badge that will be worn on the outer most garment or Duty Belt, visible at all times. Badge must be visible to display Officers name and picture.

Equipment

J. Belts:

1. Inner trouser belt under Duty belt - black leather, 1 inch wide, subdued buckle, length not to extend 3 inches past the buckle.
2. Inner trouser belt with Duty belt (optional) – Nylon with buckle or velcro enclosure
3. Duty Belt – Nylon. Black. 2 ¼ inch.
4. 4 nylon belt keepers
5. Suspenders: use of suspenders by officers will be evaluated on a case by case basis.
 - a. Suspenders will not have any equipment attachments, clips, or other accessories.
 - b. They will not interfere or block the reflective lettering on the back of the uniform shirt.
 - c. Will not be worn over the jackets.
 - d. Sound Transit must approve any make or model of suspender prior to use.
 - e. Sound Transit is not responsible for the cost of the suspenders.

K. Flashlight holder with Flashlight

1. Flashlights will conform to the following specifications:
 - a. Flashlights will be constructed of durable material (aluminum, polymer, etc.)
 - b. Flashlights will have a tail cap activation
 - c. Flashlights will have the ability for constant on, or momentary activation, they may include a strobe function
 - d. Flashlights will have a output of no less than 300 lumen and no more than 600
 - e. Officers may not add aftermarket features to the flashlight i.e. strike bezels, 'Switchback', or any other attachments.
 - f. Preference would be that the flashlight has a rechargeable capability; otherwise contractor is responsible for providing appropriate batteries as needed.
 - g. For reference or comparison the following models of flashlight are acceptable:
 - Surefire G2X Pro
 - 5.11 TMT R1
 - Streamlight Polytac X

L. Black glove holder: leather, nylon, or other synthetic material

1. Each officer will have at all times 2 pair of nitrile gloves (latex gloves are not authorized for use)
2. Nitrile gloves will be provided by Sound Transit

M. CPR Mask with Black Nylon Holster Kit or approved personal first aid kit with compression bandage and tourniquet TBD.

N. 2 Sets of Mechanical Restraints (Handcuffs)

1. Nickel plated steel construction
2. Heat-treated steel chain
3. Double lock system
4. Inner perimeter measures 5-3/4" to 7-7/8"
5. Minimum 2 Sets of Keys
6. Black Nylon Carrier; carrier may be 2 single cuff cases or 1 double cuff case. Carriers must be closed top with snap closures, open top cases are not authorized. Officers will carry handcuff only in approved cases they are not authorized to wear cuffs attached to belt keepers NYPD style. Ziptie or Flexcuffs are not authorized for use.
7. Hinged Handcuffs are not authorized

O. Baton with Holder

1. Baton – Straight with no handle (no PR24 style baton) Expandable baton with the following features required:
 - a. Push Button closure
 - b. Contractor may issue 22 or 26 inch baton depending on officer height or preference
2. Holder – Must allow for front draw cross body carry, and rotate positions with locking positions. Holders must be specific to the baton issued, contractor will NOT issue generic holders or holders that are purposed for other use.
3. Officers will not modify or add any aftermarket devices to issued batons (i.e. baton caps, leverage caps, clips, flashlights, personalized logos, strike spikes, etc.)

P. Molded Nylon Silent Key Holder**Q. Radio Holder**

1. Contractor will issue to each officer 1 Motorola 2.75 or 3 inch swivel belt loop. Model numbers PMLN5657 or PMLN5659. Sound Transit Public Safety will provide radio holders with radios.

R. Safety Glasses/ Sunglasses:

1. Officers may elect to wear clear safety glasses while on duty.
2. Officers may wear sunglasses when outside and appropriate
 - a. Sunglasses will not be mirrored
 - b. Sunglasses will not be worn inside buildings, stations, or facilities (unless required by medical prescription)

3. Sound Transit is not responsible for the cost, care or maintenance of either safety glasses or sunglasses.

S. Body armor (ballistic vest)

Body Armor is **required** for all uniformed personnel on the account. Contractor will provide authorized body armor prior to assignment to training.

1. Body Armor will be concealable
2. Body Armor will be worn under the uniform shirt; external vest carriers are not authorized.
3. Body Armor will meet or exceed the NIJ 0101.06 standards for level IIIA body armor.
<https://justnet.org/pdf/Understanding-Armor-Protection.pdf>
4. Body Armor and trauma panel inserts may be reused as appropriate from Contractor employees no longer assigned the Sound Transit account. However, when Body Armor is reissued; brand new armor carriers **MUST** be issued along with any straps or fixtures that may have contact with the skin
5. Contractor will plan for and follow the manufacturer's recommended replacement schedule.
6. Contractor will immediately replace any damaged body armor prior to replacement schedule regardless of reason for damage (neglect, accident, trauma, etc.) Cost of replacements will be borne by the Contractor.
7. Contractor will also replace any body armor that is lost or stolen. Cost of replacement of lost or stolen body armor will be borne by the contractor and will not be billed back to Sound Transit.

Certification of Disposal: Contractor will provide documentation to Sound Transit that body armor that is no longer serviceable has been properly destroyed or recycled through a reputable recycler to ensure that any body armor has not been repurposed for illicit purposes and is disposed of in accordance to any environmental regulations.

***No personnel may interact with the public without the appropriate armor and equipment as listed above.**

T. Ear pieces for 2 way radio: earpieces are required for each officer.

1. Contractor will provide each officer 1 passive radio listen only earpiece with a 2.5mm connector to connect to the Motorola APX6000 Public Safety hand microphone.
2. No other earpieces, microphones are authorized for use unless specifically approved by Sound Transit.
3. Contractor may re-issue plug, wiring and acoustic tubing but will not reissue ear pieces.

SOC Operators:

Because of the work environment and requirements of the SOC. The Operator required uniform is as follows:

1. Shirt:

1. Long sleeve or Short sleeve dark gray polo.
2. Each shirt will have the contractor company name and/or logo embroidered on the right chest. Directly below and centered will have "Sound Transit Security Operations Center" in white block capital lettering no larger than 1 inch.
3. On the left side will be either the operators first initial and last name (J. SMITH), in all capital white embroidery OR the shirts will have the ability to affix name tape with the operators name as described above.

2. Pants:

1. Dark navy blue cargo style uniform pants are authorized

3. Belts:

1. Black leather or nylon belts with silver or subdued colored buckles are authorized

4. Footwear:

1. Black shoes or boots, that can be brush shined.
2. Slip on shoes, tennis shoes are not authorized.

5. Jackets:

1. Black softshell or polar fleece jackets are authorized.
2. Jackets will have embroidering and name placement that is matching to the requirements of the uniform polo for SOC Operators.

6. Headgear:

1. Baseball type cap – Plain, Black, Fitted with Contractor Logo facing forward, hat may have manufacture logo that is conspicuous and not of a contrasting color. Head gear is authorized but not required as such will be contractor provided cost not passed back to Sound Transit.

General Uniform requirements:

Any uniformed personnel will wear black t-shirts (regular or V-neck) under their uniform shirts.

Officers/ Operators who have visible tattoos and elect to wear short sleeve uniforms may wear black long sleeved undershirts so long as there are no visible logos, designs, etc. Sport arm sleeves are not authorized.

No other equipment is authorized for use by officers unless previously approved in writing by the Director or Public Safety or their designee. This includes but is not limited to multi-tools, seatbelt cutters, etc.

Officers assigned to the Sound Transit account are strictly forbidden from possessing any kind of weapon while on duty including but not limited to firearms, knives, black jacks, pepper spray or other chemical irritant, Tasers or other electronic control device, etc.

Contractor Issued Uniform and Equipment					
Transit Security Officer/Supervisor		Fare Enforcement Officer/Supervisor		Security Operations Center Operator/ Supervisor	
Item	Quantity	Item	Quantity	Item	Quantity
Uniform Shirt	2 L/S, 2 S/S or 3 L/S.	Uniform Shirt	2 L/S, 2 S/S or 3 L/S.	Uniform Shirt	2 L/S, 2 S/S or 3 L/S.
Pants	3	Pants	3	Pants	3
Jacket	1	Jacket	1	Jacket	1
Body Armor	1	Body Armor	1	Body Armor	0
Body Armor carrier	2	Body Armor carrier	2	Body Armor carrier	0
Belt	1	Belt	1	Belt	1
Duty Belt	1	Duty Belt	1	Duty Belt	0
Handcuffs	2	Handcuffs	2	Handcuffs	0
Flashlight	1	Flashlight	1	Flashlight	0
Baton	1	Baton	1	Baton	0
Handcuff case	2 single or 1 double	Handcuff case	2 single or 1 double	Handcuff case	0
Flashlight case	1	Flashlight case	1	Flashlight case	0
Baton Holder	1	Baton Holder	1	Baton Holder	0
Boots	1 pair	Boots	1 pair	Boots	1
CPR/ IFAK	1	CPR/ IFAK	1	CPR/ IFAK	0
Key holder	1	Key holder	1	Key holder	0
Earpiece	1	Earpiece	1	Earpiece	0
Radio belt clip	1	Radio belt clip	1	Radio belt clip	0

*all items listed are to follow the requirements as outlined above

Attachment B – Contractor Performance Metrics

Contractor Performance Metrics

The below is a list of the proposed metrics to be used when calculating the performance bonus awarded quarterly to the security contractor.

The award is based on actual (1) regular hours of for security officer/ Fare Enforcement Officer/ SOC Operator billed for the quarter multiplied by the (2) average wage rate of the three bill categories.

Supervisor, Manager, Trainers, Administrative personnel support hours are not calculated.

Special event, temporary, emergency staffing, overtime hours are not calculated.

The maximum amount of award is 6% the calculation of (1) and (2).

The award will be based upon the calculation table described in Section J (Performance Based Incentives) of the Scope of Work.

The proposed measurements and scoring are as follows:

Contract Wide Performance	Measurement	Possible Points	
Contractor maintains 100% or greater staffing for the entire quarter.	Weekly staffing of available certified officers compared to authorized positions.	100% = 20 points 99% = 18 points 98% = 16 points 96% = 14 points 94% = 12 points 92% = 10 points 90% = 8 points 88% = 6 points 86% = 4 Points 84% = 2 points	20
Zero client removals from contract for substandard performance or unbecoming conduct.	Number of client removals <0 = no points.	20 points	20
Zero Unjustified Uses of Force.	Number of UOF found 'unjustified' <0 = zero points	20 Points	20
Zero personnel conduct complaints are founded or sustained.	Number of complaints regarding personnel conduct are founded or sustained <0 = zero points	20 points	20

Training Certifications maintained at 100%	Zero lapses in all required certified training and licenses.	20 points	20
No open posts at any one post for more than 1 shift consecutively	1 or more consecutive open shift at any post. < 0 = zero points	10 points	20
Open posts overall: No more than 5% of total posts open for the quarter.	Number of open posts reported for quarter do not exceed 5% of total possible assigned posts. (excludes FE shifts)	20 points	20
100% Accountability of all Sound Transit equipment listed on S&A List.	No missing, or unaccounted for equipment as listed on the S&A list issued to security contractor. >100% = zero points	20 points	20
Zero preventable personnel accidents	Number of accidents that are have found to be preventable	10 points	10
Fare Enforcement			
Less than 3% error rate on monthly citation audit.	Number of errors found in monthly citation audit less than 3% of total number of citations issued.	10 points	10
Total hours billed for FEO compared to authorized hours.	Number of hours billed weighed against authorized hours for FEO	100% =20 points 99% = 18 points 98% = 16 points 96% = 14 points 94% =12 points 92%= 10 points 90%= 8 points 88%= 6 points 86%=4 Points	20
Security Operations Center			
EAM Errors less	Less than 3% of	10 points	10

than 3% of total entries	EAM entries contain errors or are reported in error. <3% = zero points		
100% of Text, Email See Something Say Something responded to within expected timeframe.	100% of See Something Say Somethings responded to and acted on appropriately. >100% response = 0 points	20 points	20
100% requests for video and reports from internal and external customers responded to and complete within 24 hours of request.	100% of requests for reports, video from internal and external customers (if available) responded to and fulfilled within 24 hours of receiving request*	20 points	20
100% Notifications made with in expected time frames	Phone and email Notifications for RED or BLUE events made in expected time frame	20 points	20

Transit Security Unit			
Zero at fault vehicle accidents	Any vehicle accident found to be the fault of the security personnel driving. <0 = zero points	20 points	20
95% or greater number of infrastructure patrols complete	Number of Infrastructure patrols complete against number of expected. 95% or greater = 10 points	10 points	10
Vehicles in service are at 100% appearance and mileage limitations	Vehicles in use and in service (excluding rentals) meet appearance and mileage expectations of Sound Transit	10 points	10
Zero sustained complaints regarding operations of Sound Transit Security vehicles and zero traffic citations received (including speed, red light cameras, etc.)	Zero sustained complaints regarding driving or traffic infractions received. < 0 = zero points	20 points <i>10 points for complaints</i> <i>10 points for traffic infractions</i>	20
	Total		360